

# LOTTERY TICKET CENTRE POLICY HANDBOOK

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#### LOTTERY TICKET CENTRE POLICY HANDBOOK

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#### SECTION: 1. GENERAL INFORMATION

#### 1.1 INTRODUCTION

1.1.1 The purpose of this handbook is to assist retailers:

- a) be aware of terms and conditions that apply to any retailer holding a Retailer Agreement;
- b) understand the ongoing responsibilities they have as a retailer.
- 1.1.2 The handbook is organized into sections to make it easy to update from time to time. The retailer is responsible to keep this handbook updated when new pages are received.
- 1.1.3 One copy of the Lottery Ticket Centre Policy Handbook is provided at no cost to each lottery ticket centre retail location upon installation of the lottery ticket terminal and is to remain at the location even when there is a change of ownership.
- 1.1.4 Additional or replacement copies of the handbook may be purchased from AGLC for a fee of \$25 per copy or may be accessed at no charge on AGLC website at www.aglc.ca.

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#### SECTION: 1. GENERAL INFORMATION

#### 1.2 LEGISLATION

- 1.2.1 The *Gaming, Liquor and Cannabis Act* gives AGLC the authority to conduct and manage provincial lotteries on behalf of the Government of Alberta either alone or in conjunction with the government of another province or territory.
- 1.2.2 The Alberta Government is a shareholder in the Interprovincial Lottery Corporation (ILC), a corporation incorporated to conduct lotteries on behalf of Her Majesty the Queen in the right of all provinces for which the Western Canada Lottery Corporation (WCLC) is the regional marketing organization.
- 1.2.3 AGLC markets lottery schemes jointly with the WCLC in Alberta; processing applications for gaming agreements; and entering into agreements to sell, advertise or distribute gaming products through a province wide network of retailer locations.

AGLC shall:

- a) develop programs and procedures for the ongoing guidance of all employees, retailers, and external agencies;
- b) develop training aids for the instruction of division staff and retailers;
- c) train employees and retailers as required to ensure compliance with legislation, agreements, and policy;
- d) maintain relations with other provincial gaming organizations and agencies;
- e) maintain files and agreements on gaming retailers; and
- f) provide gaming products and services.

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#### SECTION: 1. **GENERAL INFORMATION** 1.3 DEFINITIONS 1.3.1 "AGLC" means Alberta Gaming, Liquor & Cannabis. 1.3.2 "Authorized signatory" means a person authorized to sign legal documentation on behalf of the retailer. 1.3.3 "Community" refers to: a) a municipality as defined under the *Municipal Government Act* meaning: i) a city, town, village, hamlet, summer village, municipal district or specialized municipality; (Amended Aug 2019) a town under the Parks Towns Act : or ii) iii) a municipality formed by special Act; or a Métis Settlement established under the Métis Settlement Act b) (Alberta); or an Indian reserve as determined by the Government of Canada c) located within the Province of Alberta. (Amended Aug 2019) 1.3.4 "Corporate retailer" refers to a retailer operating multiple locations under a single legal entity and generating annual sales of \$1 million or more. 1.3.5 "Game break" refers to the time period between online lottery ticket games that sales for the game are disabled. This is usually a five minute period after the closing of the present game (i.e. Lotto 6/49, Super 7, Extra, etc.). 1.3.6 "Keno" refers to a provincial lottery ticket gaming product where WCLC draws are held every five minutes. Players pick from one to ten numbers from a field of one to 80. 1.3.7 "Legal entity" refers to a corporation, partnership or sole proprietorship whose existence is recognized by the law and registered in the province of Alberta. 1.3.8 "Lottery ticket terminal" means any mechanical, electrical or other device, contrivance or machine used by the WCLC and AGLC to manage, conduct and operate a lottery. Original signed by Gael MacLeod DATE ISSUED: August 20, 2019 AUTHORITY:



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SECTION:	1. GENERAL INFORMATION
1.3.9	"Market zone" means the territory served by a retailer as determined by AGLC.
1.3.10	"Minor" means a person under the age of 18 years.
1.3.11	"Offline lottery tickets" means all lottery tickets not generated by the lottery ticket terminal and that are approved by the WCLC (example: Scratch 'N' Win tickets).
1.3.12	"Online lottery tickets" means tickets approved by the WCLC and AGLC and issued by a lottery ticket terminal, the selection of which is recorded on the WCLC central computer or computers operated by the WCLC for such purpose.
1.3.13	"Retailer" means any individual person, corporation or partnership authorized by AGLC and the WCLC to sell online and offline lottery tickets to the public or, is authorized by the WCLC to assist in the operation of a lottery pursuant to a Retailer Agreement.
1.3.14	"Retailer Agreement" means Lottery Ticket Centre Retailer Agreement between the retailer, AGLC and the WCLC.
1.3.15	"Waitlist" refers to a list of eligible applicants who have completed a Lottery Ticket Retailer Application and are waiting for the availability of a ticket terminal to be installed in their business.
1.3.16	"WCLC" means the Western Canada Lottery Corporation.
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SECTION:	1.	GENERAL INFORMATION	
1.4	CONT	ACTS	
1.4.1	Writt	en communication may be addressed to AG	LC at :
		Alberta Gaming, Liquor & Cannabis	
		Gaming & Cannabis Division	
		50 Corriveau Avenue	
		St. Albert, Alberta	
		T8N 3T5	
		Fax: (780) 447-8910	
		www.aglc.ca	
1.4.2		ers needing assistance with technical iss y ticket terminal should call the WCLC Hotlin	
		WCLC HOTLINE	
		1-800-665-0133 (toll free)	
	For al	l other services, call AGLC Hotline at:	
		AGLC HOTLINE	
		1-800-561-4415 (toll free)	
1.4.3		mers may redeem winning tickets for prize son at, or by mailing the ticket and claim fo	
		Prize Payout Office	
Alberta Gaming, Liquor & Cannabis			
		Main Floor, 50 Corriveau Avenue	
		St. Albert, Alberta, T8N 3T5	
		1-800-272-8876 Ext. 8616	
1.4.4		mers may redeem winning tickets for p 9.99, in person at: (Amended July 2018)	rizes of \$100.01 to
		Prize Payout Office	
		Alberta Gaming, Liquor & Cannabis	
		110-6715 8 St NE	
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SECTION	I: 1. GENERAL INFORMATION
	Calgary, Alberta, T2E 7H7
	1-800-372-9518 Ext. 8301
1.4.5	Customers disputing prizes or requiring a decision on a lost, stolen or destroyed ticket should mail their request to:
	Western Canada Lottery Corporation
	Prize Payout
	10th Floor, 125 Garry Street
	Winnipeg, MB R3C 4J1
1.4.6	To report gaming irregularities call: 1-800-742-7818
1.4.7	WCLC corporate communications: 1-800-665-3313
1.4.8	For assistance or information on problem gambling, call Alberta Health Services: 1-866-332-2322 (Amended Aug 2019)
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#### SECTION: 1. GENERAL INFORMATION

#### 1.5 ELIGIBILITY GUIDELINES

- 1.5.1 Applicants must meet all retailer application requirements to qualify for a Retailer Agreement (See 3.1).
- 1.5.2 Retailers must operate within the terms and conditions outlined in the Retailer Agreement and this handbook.
- 1.5.3 Where there is a conflict in the terms and conditions between the Retailer Agreement and this handbook, the Retailer Agreement takes precedence.
- 1.5.4 Each lottery ticket centre retail location is evaluated by AGLC on a continual basis to determine its potential to fulfill the goals and objectives of AGLC.

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### SECTION: 2. RETAIL NETWORKS

### 2.1 RETAIL NETWORKS

2.1.1 AGLC's network of retailers is divided into three categories:

- a) profitability network;
- b) trial network; and
- c) single community location network.

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#### SECTION: 2. RETAIL NETWORKS

#### 2.2 LOTTERY TICKET AND EQUIPMENT ALLOCATION

- 2.2.1 Revenue from the lottery ticket centre retail networks is maximized by allocating lottery ticket terminals to qualified retail locations and by reallocating lottery ticket terminals from retail locations that fail to meet established performance standards.
- 2.2.2 When the demand for lottery ticket terminals in any network exceeds the supply of lottery ticket terminals, applicants will be placed on a waitlist (see 2.9).

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### SECTION: 2. RETAIL NETWORKS

#### 2.3 PROFITABILITY NETWORK

- 2.3.1 The profitability network is for retailers whose locations have, or are predicted to have, annual lottery ticket sales that contribute to the profit targets of AGLC.
- 2.3.2 AGLC will evaluate each location to determine sales potential.
- 2.3.3 In addition to meeting the sales requirement for the profitability network, applicants must also:
  - a) meet all application requirements (see 3.1); and
  - b) meet performance standards for the profitability network once they are authorized to operate as a retailer.
- 2.3.4 Retailers failing to meet performance standards for the profitability network may have their Retailer Agreement terminated by AGLC (see 2.6).
- 2.3.5 Applicants not having the sales potential required to operate in the profitability network are offered the opportunity to apply for placement in the trial network (see 2.4).

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### SECTION: 2. RETAIL NETWORKS

### 2.4 TRIAL NETWORK

- 2.4.1 The trial network is for applicants not eligible for the profitability network. It provides applicants the opportunity to prove sales potential through a 13 week trial period as a retailer.
- 2.4.2 Trial applicants agree to meet the required sales target and/or reimburse AGLC for any unrecovered costs incurred during the 13 week trial period.
- 2.4.3 Trial applicants must meet all of the same application requirements (see Section 3.1) as applicants for the profitability network except no credit evaluation will be completed. The retailer must provide a cash deposit or irrevocable letter of credit as outlined in Subsection 3.3.25. (Amended Jun 2019)
- 2.4.4 A maximum of 15 retailers will be permitted to be active in the trial network at any one time.
- 2.4.5 Only one trial network retailer may be active in each market zone at any given time.
- 2.4.6 Trial network retailers must achieve annualized sales that exceed sales achieved by retailers in the bottom one per cent of the profitability network to successfully complete the 13 week trial period.
- 2.4.7 Trial network retailers successful in completing the 13 week trial period are transferred to the profitability network and must meet the performance standards of that network (see Section 4.2).
- 2.4.8 Trial network retailers not meeting the sales target at the end of the 13 - week trial period will have their retailer agreement terminated and be liable for any difference between the installation/fixed costs and the recovered net revenue during the trial period:
  - a) installation costs are variable and include:
    - i) ticket terminal, printer, CDU, ticket checker, and installation costs;
    - ii) signs and fixture installation costs; and
    - iii) telecommunications costs.



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<ul> <li>b) fixed costs include:</li> <li>i) ticket terminal, printer, CDU, ticket checker, signs, and fixture depreciation; and</li> <li>ii) administration and maintenance costs.</li> </ul>	SECTION: 2.	RETAIL NETWORKS		
fixture depreciation; and	b)	fixed costs include:		
ii) administration and maintenance costs.				hecker, signs, and
		ii) administration an	d maintenance costs.	
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#### SECTION: 2. RETAIL NETWORKS

#### 2.5 SINGLE LOCATION COMMUNITY NETWORK

- 2.5.1 The Single Location Community (SLC) network is for retailers who do not meet the performance standards of the profitability network (see Subsection 2.6), but whose retail location is more than 25 kilometres away from the closest retailer. The 25 km distance is measured as the radius from retail location to retail location.
- 2.5.2 SLC network retailers must meet all regular application requirements (see 3.1).
- 2.5.3 SLC network retailers transferred to the profitability network must meet the performance standards of that network (see 2.6)
- 2.5.4 A SLC network retailer is transferred to the profitability network in the event of the following:
  - a) a profitability network retailer is installed within 25 km of the SLC network retail location; or
  - b) a trial network retailer installed within 25 km of the SLC network retail location successfully completes the 13 week trial period and is transferred to the profitability network.
- 2.5.5 AGLC will notify SLC network retailers when a profitability network retailer or trial network retailer is installed within 25 km of their retail location.
- 2.5.6 SLC network retailers transferred to the profitability network are subject to the standards and procedures of the profitability network.

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### SECTION: 2. RETAIL NETWORKS

#### 2.6 PERFORMANCE STANDARDS

- 2.6.1 Non-performance is defined as a retailer who is generating annualized sales that fall in the bottom one per cent of retailers in the profitability network.
- 2.6.2 Retailers in the profitability network are subject to monthly performance assessment. Non-performance may result in removal of the lottery ticket terminal and termination of the Retailer Agreement.
- 2.6.3 Retailers must operate in the profitability network for a minimum of six full calendar months before their Retailer Agreement can be terminated due to non-performance.
- 2.6.4 AGLC will terminate the Retailer Agreement and remove the lottery ticket terminal and related equipment due to non-performance only when there is a more profitable location available for the lottery ticket terminal to be installed.
- 2.6.5 In order for the retailer to establish a viable sales base, sales generated in the month of the lottery ticket terminal installation or change of operator/agent and the subsequent three full calendar months of sales activity are excluded from the performance assessment for retailers in the profitability network.
- 2.6.6 If a retailer generates annualized sales that fall in the bottom one per cent of all retailers in the profitability network for two full calendar months in any consecutive three full calendar month period, AGLC may terminate the Retailer Agreement and remove the lottery ticket terminal.
- 2.6.7 Annualized sales for retailers are calculated in the following manner:
  - a) if there are less than 12 full calendar months of sales subjected to monthly performance assessment, the annualized sales is calculated by averaging the monthly sales, and multiplying this average by 12 months; or
  - b) if there are more than 12 full calendar months of sales subjected to monthly performance assessment, the annualized sales is the sum of sales for the most recent 12 month period.



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### SECTION: 2. RETAIL NETWORKS

2.6.8 Retailers will receive a minimum of seven days written notice before a lottery ticket terminal is removed or the Retailer Agreement terminated due to non-performance.

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### SECTION: 2. RETAIL NETWORKS

### 2.7 COMPENSATION

### 2.7.1 BASE COMPENSATION

AGLC shall pay to the retailer by discount, commission or bonus such amounts as may be established from time to time for the sale of gaming products (see Schedule 1):

- a) no other remuneration will be paid to retailers with respect to services supplied except such amounts earned by way of commission paid on redemptions (that is prize money paid out by the retailer);
- b) the CEO will determine the commission and redemption percentage paid to retailers; and
- c) retailers who have their Retailer Agreement terminated must collect compensation amounts due to them within one year from when the compensation is issued or this compensation is forfeited.

#### 2.7.2 ADDITIONAL COMPENSATION

- a) Lottery ticket centres must achieve minimum annual sales of \$54,000 to qualify for the Additional Compensation Program (see Schedule 1).
- b) Additional compensation is calculated quarterly and paid twice a year, in October and April. Sales are assessed in July for quarter one, October for quarter two, January for quarter three, and April for quarter four.
- c) Second and fourth quarter payments are paid as an invoice credit to active retailers.
- d) Terminated retailers are paid by cheque. Cheques for less than \$10 will not be processed.

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	SCHEDULE 1: COMPENSATION				
	<b></b>				
	Base Compensat	tion			
	Sales Commissions	5% of net sales*			
	Redemptions	2% of encashment			
	Additional Compensation				
	Additional Compensation – Level 1	Additional 0.5%			
	Sales between \$54,000-\$99,999	Additional 0.570			
	Additional Compensation – Level 2	Additional 1.5%			
	Sales between \$100,000-\$249,999	Additional 1.570			
	Additional Compensation – Level 3	Additional 2.5%			
	Sales between \$250,000-\$499,999				
	Additional Compensation – Level 4	Additional 3.0%			
	Sales between \$500,000-Up				
e)	Note: Net Sales is gross sales less bu Additional compensation is based provides additional compensation u levels. The additional compensation the specific tier. Examples of comp follows:	on a tiered schedule that pon achieving specific sales n applies to all sales within			
	i) \$75,000 Total Sales:				
	5.0% base compensation	. ,			
	0.5% additional compensation -				
	Total Compensation -	\$ 3,855			

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SECTION: 2.	RET	AIL NETWORKS		
	ii)	\$250,000 Tota	l Sales:	
		5.0% base co	mpensation -	\$ 12,500
		0.5% addition	nal compensation -	\$ 230
		1.5% addition	nal compensation -	<u>\$ 2,250</u>
		Total Compe	nsation -	\$ 14,980
	iii)	\$600,000 Total Sa	les:	
		5.0% base co	mpensation -	\$ 30,000
		0.5% addition	nal compensation -	\$ 230
		1.5% addition	nal compensation -	\$ 2,250
		2.5% addition	nal compensation -	\$ 6,250
		3.0% addition	nal compensation -	<u>\$ 3,000</u>
		Total Compe	nsation -	\$ 41,730
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#### SECTION: 2. RETAIL NETWORKS

### 2.8 TRAINING

- 2.8.1 Prior to activation of the lottery ticket terminal a minimum of one staff member involved in handling lottery products at each retail site must: (Amended Nov 2017)
  - a) complete AGLC's online LottoLearn Advanced Ticket Terminal Training Course and Certification for the operation of the lottery ticket terminal; or
  - b) provide information regarding previous in-person lottery ticket training certification (taken within five years prior to the date of activation) to AGLC.
- 2.8.2 Retailers must have trained staff available when the retail location is open for business. (Amended Nov 2017)
- 2.8.3 Retailers must ensure employees responsible for operating the lottery ticket terminal are trained. Training must include operation of the terminal, selling, cancelling tickets, validation of tickets, accounting/reconciliation, and weekly settlement. (Amended Nov 2017)
- 2.8.4 Retailers and their staff are required to complete any additional product or terminal training required by AGLC. (Amended Nov 2017)
- 2.8.5 Requests for training should be made by contacting AGLC Hotline (see 1.4.2). (Amended Nov 2017)
- 2.8.6 Retailers must ensure that an up-to-date Lottery Ticket Centre Policy Handbook is kept and updated as required in the premises and that all staff understand their responsibilities.
- 2.8.7 Retailers must ensure that a copy of the Retailer Code of Conduct is available and that it is reviewed with any new employee that deals with lottery products and customers.

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### SECTION: 2. RETAIL NETWORKS

### 2.9 WAITLIST MANAGEMENT

### 2.9.1 PROFITABILITY NETWORK

- a) In the event that the monitoring of the retailer network and enforcement of the non-performance standards (see 2.6) does not allow sufficient lottery ticket terminals to meet the demand for new profitability network retailers, a waitlist will be created.
- b) Lottery ticket terminals will be assigned to applicants on the waitlist on a "best first" basis (applicants with the highest potential sales volume will be given preference).

### 2.9.2 TRIAL NETWORK

- a) The waitlist for the trial network will list applicants in the order that their completed application forms are received.
- b) Lottery ticket terminals will be assigned to applicants in the order they appear on the waitlist.

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### SECTION: 2. RETAIL NETWORKS

### 2.10 SITE REQUIREMENTS

- 2.10.1 The retailer is required to confirm with AGLC the retail site has the following:
  - a) suitable location and sufficient counter space for the ticket terminal, printer, and LED display sign (normally beside cash register);
  - b) suitable location and sufficient floor space for a standard lottery selection table (Height: 42 ¾", Width 36 ½", and Length 27 ½") or of any other dimensions determined by AGLC;
  - c) shelving displays or merchandisers;
  - d) suitable interior window location to accommodate the following signage as determined and allocated by AGLC:
    - i) an interior 18" or 25" LTC fascia sign; or
    - ii) an interior 26" LTC electronic jackpot sign.

Note: At its discretion AGLC will transition current 25" exterior LTC fascia signs to align with this section. (Added, Oct., 2014)

- e) in locations where KENO is available, suitable location, and floor space for the installation of equipment as required by AGLC.
- 2.10.2 The retailer is required to confirm with AGLC the retail site has the following electrical requirements:
  - a) a separate circuit from the fuse box that is within 1.5m of the lottery ticket terminal location;
  - b) a 110 volt Double Duplex "U" isolated ground outlet at the demarcation point of the network interface device (where the telecommunications cable enters the building) for power to the communications facility; and
  - c) the retailer is required to have a telephone on site that is in close proximity to the lottery ticket terminal to allow a person to simultaneously receive technical support and tend to the lottery ticket terminal.
- 2.10.3 An AGLC technician will inspect the site to confirm power and wiring requirements are met.

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2.10.4		lers must contact AGL inal after the initial ins		ocate the lottery ticket nd 5.13).
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### SECTION: 3. APPLICATIONS

### 3.1 APPLICATION REQUIREMENTS

- 3.1.1 The application and site requirements for all retailers are the same; however the application process for each differs. All applicants must complete and submit the following application requirements:
  - a) Lottery Ticket Centre Retailer Application (see Section 6);
  - b) Certificate of Insurance (see Section 6);
  - c) financial security in the form of a successful credit evaluation by AGLC, cash deposit or irrevocable letter of credit in an amount determined by AGLC; (Amended Jun 2019)
  - d) Pre-Authorized Debit (PAD) Agreement for Business (see Section 6); (Amended Aug 2019)
  - e) Bank Account Verification (see Section 6); (Amended Aug 2019)
  - f) Landlord Authorization (see Section 6);
  - g) Lottery Ticket Center Retailer Agreement (see Section 6); (Amended Aug 2019)
  - h) Criminal Record Check (CRC) a CRC must be submitted by an authorized signatory who signs the Lottery Ticket Centre Retailer Agreement. If the applicant is a:
    - i) sole proprietor the sole proprietor must submit the CRC.
    - ii) partnership the partner who will sign the Agreement must submit the CRC.
    - iii) corporation (legal entity) the Director who will sign the Agreement must submit the CRC; and
  - i) Ticket Terminal Training Certification.



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### SECTION: 3. APPLICATIONS

### 3.2 APPLICATION CATEGORIES

3.2.1 There are three categories of applications:

- a) new installation when an applicant is applying for a Retailer Agreement at a location where there is not an existing lottery ticket terminal;
- b) trial network installation when an applicant is applying for a Retailer Agreement after being rejected for entry into the profitability network; and
- c) new operator of an existing location when an applicant is applying for a Retailer Agreement due to the sale of, or change to, the legal entity operating a retail location, and there is an existing lottery ticket terminal.

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#### SECTION: 3. APPLICATIONS

### 3.3 NEW INSTALLATION APPLICATION

- 3.3.1 Applicants interested in applying for a lottery ticket terminal at a location where there is not an existing lottery ticket terminal are to contact AGLC's Hotline (see Subsection 1.4.2) or go to aglc.ca. (Amended Aug 2019)
- 3.3.2 AGLC will evaluate the applicant's proposed site and notify the applicant as to whether they qualify for the profitability network.
- 3.3.3 If the applicant qualifies for the profitability network and a lottery ticket terminal is not available for installation at that time, the applicant will receive a terminal as soon as one becomes available. Lottery ticket terminals will be distributed to qualifying profitability network retailers on a "best first" basis.
- 3.3.4 An application form must be completed and signed by an authorized signatory of the applicant.
- 3.3.5 Applicant corporations and partnerships must be legal entities registered to operate in the province of Alberta.
- 3.3.6 The person or persons forming a sole proprietorship or partnership must be Canadian citizen(s) or be authorized to work in Canada in order to be party to the Retailer Agreement.
- 3.3.7 For corporate retailers, the initial application is kept in the corporate retailer's master file and is referenced for all future applications.
- 3.3.8 Retailers are required to maintain adequate insurance as outlined in the Retailer Agreement (see Section 6); and proof of insurance must be provided in the form of an AGLC Certificate of Insurance (see Section 6) completed by the retailer's insurance company or broker.
- 3.3.9 The legal entity must be the "name insured" on the insurance policy.
- 3.3.10 The Alberta Gaming, Liquor and Cannabis Commission must be named as loss payable on the insurance policy. (Amended Aug 2019)
- 3.3.11 Property insurance is required for all lottery ticket terminals, signs and fixtures provided by AGLC; coverage shall be on an all risk/broad form and replacement cost basis. The declared value of the lottery ticket terminal and related equipment is \$10,000. (Amended Aug 2019)
- 3.3.12 Comprehensive or commercial general liability insurance is recommended in an amount not less than \$2,000,000 inclusive per

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### SECTION: 3. APPLICATIONS

occurrence against bodily injury and property damage including loss of use thereof. Such insurance is recommended to include blanket contractual liability, personal injury, and employees as additional insured. (Amended Aug 2019)

- 3.3.13 Corporate retailers may provide insurance for franchisees that hold Retailer Agreements. A "blanket" Certificate of Insurance can also be used on the condition the legal entity of each franchisee is an additional insured on the corporate policy. A schedule of retail locations to which the policy coverage applies must also be provided and updated as requested by AGLC.
- 3.3.14 A "blanket" Certificate of Insurance will be kept in the retailer's master file and referenced for all future applications.
- 3.3.15 The retailer must provide a cash deposit or irrevocable letter of credit to cover AGLC's risk for monetary loss or have their legal entity undergo a credit evaluation to determine if the need for a cash deposit or irrevocable letter of credit may be waived. (Amended Jun 2019)
- 3.3.16 A retailer that is a sole proprietorship or partnership is not eligible for a credit evaluation except as outlined in Subsection 3.3.17. Retailers that are a sole proprietorship or partnership must provide a cash deposit or irrevocable letter of credit to meet the financial security requirement (see Subsection 3.3.25). (Amended Jun 2019)
- 3.3.17 A retailer that is a sole proprietorship or partnership that has operated for more than 24 months and that has established operations under a trade name, may be considered for a credit evaluation.
- 3.3.18 A retailer that is a registered corporation or registered partnership is eligible for a credit evaluation only if it has operated for more than 24 months.
- 3.3.19 Corporate retailers are eligible for a credit evaluation only if it has operated for more than 24 months.
- 3.3.20 The retailer must provide two current consecutive years of financial statements prepared by a third party (i.e., CPA, CA, CMA or CGA). (Amended Aug 2019)
- 3.3.21 Banking information must be provided on a Credit Evaluation Information form (see Section 6) to be completed by an authorized signatory for the retailer and the appropriate financial institution(s).

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#### SECTION: 3. APPLICATIONS

- 3.3.22 Credit evaluation results are maintained in the corporate retailer's master file and referenced for all future applications.
- 3.3.23 A retailer who fails the credit evaluation is required to provide financial security in the form of a cash deposit or irrevocable letter of credit. (Amended Jun 2019)

3.3.24 (Deleted Jun 2019)

3.3.25 The amount of the cash deposit or irrevocable letter of credit is based on the classification of the retail site (e.g., kiosk, convenience store, supermarket, etc.) or two weeks average sales for the retail location for a new operator of an existing location. (Amended Jun 2019)

The schedule for retail site classification is as follows:

#### **SCHEDULE 2: SECURITY REQUIREMENTS**

Code	Description	Require Security
01	Ticket Outlet	\$18,000
02	Newsstand, Smoke Shop, Confectionary	\$8,500
03	Drugstore	\$10,000
04	Convenience, Specialty Food Store	\$7,000
05	Supermarkets	\$14,000
06	Department Stores	\$10,000
07	Specialty Goods	\$7,000
08	Personal Services Retail	\$5,000
09	Restaurants	\$5,000
10	Just Gasoline Services	\$8,000
11	Recreation Outlets	\$5,000
13	Non-profit Organizations (Bingo)	\$4,000
16	Community Service	\$5,000
17	Gas/Convenience	\$7,000

3.3.26 If a retailer chooses to provide: (Amended Jun 2019)

- a) a cash deposit, the following conditions apply:
  - i) retailers must complete and submit the Deposit Agreement form to AGLC;

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	ii)	retailers must deposit the required amount with AGLC, payable to AGLC by certified cheque, money order, or any other means permitted by AGLC;
	iii)	if the retailer is a registered corporation or partnership, the cash deposit must be held for a minimum of one year, after which time the retailers may request a credit evaluation; and
	iv)	if the retailer is a person(s), the cash deposit must be held until the Retailer Agreement is terminated or as outlined in Subsection 3.3.17.
b)	an irre	vocable letter of credit, the following conditions apply:
	i)	the irrevocable letter of credit must identify:
		<ul> <li>the retailer's legal entity as the applicant or customer;</li> </ul>
		<ul> <li>the Alberta Gaming, Liquor and Cannabis Commission as the beneficiary;</li> </ul>
		- Canadian dollar amount of the letter;
		<ul> <li>an effective date, expiry date, and automatic extension clause;</li> </ul>
		<ul> <li>that partial drawings are permitted;</li> </ul>
		<ul> <li>that the irrevocable letter of credit covers the lottery terminal, if a referece is required;</li> </ul>
		<ul> <li>complete mailing address of the financial institution; and</li> </ul>
		<ul> <li>printed names, titles, and contact numbers of all signatories.</li> </ul>
	ii)	the irrevocable letter of credit must stay in effect for a minimum of one year from the date of issue;
	iii)	retailers are responsible for all fees incurred by obtaining an irrevocable letter of credit;
	iv)	if the retailer is a registered corporation or partnership, the irrevocable letter of credit must stay in effect for a
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### SECTION: 3. APPLICATIONS

minimum of one year, after which time the retailer may request a credit evaluation; and

- v) if the retailer is a person(s), the irrevocable letter of credit must stay in effect until the Retailer Agreement is terminated or as outlined in Subsection 3.3.17.
- 3.3.27 As stated in the Retailer Agreement, retailers are required to deposit all monies received through the sale of lottery tickets, less winnings paid out, and commission, into a bank account.
- 3.3.28 Retailer accounts are invoiced each Wednesday (See Section 4.2).
- 3.3.29 An authorized signatory must complete and submit the Pre-Authorized Debit (PAD) Agreement for Business form and the Bank Account Verification form (see Section 6). (Amended Aug 2019)
- 3.3.30 If a single bank account is to be used for all corporate retailer locations, a "blanket" Pre-Authorized Debit (PAD) Agreement for Business form (see Section 6) may be provided and be kept in the corporate retailer's master file and referenced for future applications. (Amended Aug 2019)
- 3.3.31 Retailers wanting to change their bank account must contact AGLC (see Subsection 4.2.5) or access the forms and information at <u>aglc.ca</u>. (Amended Aug 2019)
- 3.3.32 Retailers are required to have the landlord of the retail site complete a Landlord Authorization form (see Section 6) that gives AGLC authorization to install, maintain, and/or remove supplied equipment. (Amended Aug 2019)
- 3.3.33 A "blanket" landlord authorization form may be used if the corporate retailer is the landlord for all of its retail locations.
- 3.3.34 A "blanket" landlord authorization form is kept in the corporate retailer's master file and referenced for all future applications.
- 3.3.35 (Deleted Aug 2019)
- 3.3.36 The Retailer Agreement is the legal document binding the retailer, AGLC, and the WCLC to the terms and conditions contained within it.
- 3.3.37 An authorized signatory is required to sign, date, and have witnessed a set of three Retailer Agreements and return the documents to AGLC.

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### SECTION: 3. **APPLICATIONS** 3.3.38 A criminal record check must be submitted by the applicant whom signs the Retailer Agreements (see Subsection 3.1.1 i) for details). For the purposes of a: new installation, applicants must submit the criminal record a) check prior to the installation of the lottery terminal. b) change of operator, a location that already has a terminal, the applicant will have 30 days to submit the criminal record check. If the criminal record check is not received within the 30 day deadline the ticket terminal and all related equipment may be removed and the agreement terminated. 3.3.39 The retailer receives one copy of the Retailer Agreement after authorization by AGLC and the WCLC. 3.3.40 Retailer Agreements are issued for each retail location, unless the retailer already has an Agreement with AGLC under the same legal entity, in which case a revised Schedule A will be sent to the retailer's email address on file. (Amended Aug 2019) 3.3.41 (Deleted Aug 2019) 3.3.42 (Deleted Aug 2019) 3.3.43 (Deleted Aug 2019) Applicants failing to meet the application requirements before 3.3.44 AGLC's deadline may have their application terminated and are eligible to reapply in six months. Original signed by Gael MacLeod DATE ISSUED: August 20, 2019 AUTHORITY:



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### SECTION: 3. APPLICATIONS

#### 3.4 TRIAL NETWORK INSTALLATION APPLICATION

- 3.4.1 (Deleted Aug 2019)
- 3.4.2 (Deleted Aug 2019)
- 3.4.3 The application requirements for a trial network installation are the same as for a new installation (see Section 3.3, New Installation Application); however, applicants are not eligible for a credit evaluation and therefore must provide a cash deposit or irrevocable letter of credit (see Subsection 3.3.26). (Amended Jun 2019)
- 3.4.4 Applicants meeting the application requirements are eligible to participate in a 13 week trial period as a retailer.
- 3.4.5 If a lottery ticket terminal is not available at the time the applicant requests a trial network application package, the applicant is placed on a waitlist (see Section 2.9).
- 3.4.6 See Section 2.4 for detailed information on the trial network.

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### SECTION: 3. APPLICATIONS

### 3.5 NEW OPERATOR OF AN EXISTING LOCATION APPLICATION

(Amended Aug 2019)

- 3.5.1 The Retailer Agreement is not transferable and is terminated when an existing lottery ticket centre location is sold, leased, or assigned to the control of another person or legal entity.
- 3.5.2 In the case that a Retailer Agreement is terminated, a new application package must be submitted to AGLC. At its discretion, AGLC may offer the applicant a Retailer Agreement,
  - a) if the applicant meets all application requirements outlined in Section 3.3; and
  - b) if the lottery ticket centre location meets the performance standards outlined in Section 2.6.
- 3.5.3 Retailers must notify AGLC of any change in the structure or control of the legal entity holding the Retailer Agreement.
- 3.5.4 For uninterrupted lottery ticket centre operations existing retailers must provide AGLC with 30 days written notice of any sale, lease expiry or business dissolution.
- 3.5.5 To avoid disruption of service, a change of operator of a lottery ticket centre location must occur on a Wednesday (invoice day).
- 3.5.6 Buyer/lessee(s) of an existing location must submit the same requirements as outlined in Section 3.3, New Installation Application, as well as the Buyer/Lessee Notification form (see Section 6). (Amended Aug 2019)
- 3.5.7 Seller/lessor(s) must complete and submit the Sellor/Lessor Notification form (see Section 6) to AGLC prior to the changeover date in order to give AGLC permission to disclose financial information to the buyer/lessee for the purpose of determining an appropriate financial security amount. (Added Aug 2019)
- 3.5.8 AGLC will assist the seller/lessor of an existing location and the buyer/lessee with completing a physical inventory of activated Scratch 'N Win tickets and reconciliation of online ticket sales to the effective date of termination (change of operator). The seller/lessor and buyer/lessee are responsible for financial transactions resulting in the buyer/lessee being credited for related sales and activations (less commission). (Amended Aug 2019)

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- 3.5.9 All financial obligations the seller/lessor accrued prior to the effective date of termination shall continue to apply and be enforceable against the seller/lessor as per Schedule D8 of the Lottery Ticket Centre Retailer Agreement. (Amended Aug 2019)
- 3.5.10 A buyer/lessee failing to comply with all the requirements of the Lottery Ticket Centre Retailer Application change of operator package will have their application cancelled. (Amended Aug 2019)

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### SECTION: 3. APPLICATIONS

### 3.6 AGENT CHANGES

- 3.6.1 Corporate retail chains that contract agents to operate their retail sites must notify AGLC when the agent at a site changes. Five business days notice is required to ensure no disruption of operation.
- 3.6.2 To avoid disruption of service, agent changes of a lottery ticket centre location must occur on a Wednesday (invoice day). (Amended Aug 2019)
- 3.6.3 Prior to activation of the lottery ticket terminal a minimum of onestaff member involved in handling lottery ticket products at each retail sitemust: (Amended Nov 2017)
  - a) complete AGLC's online LottoLearn Advanced Ticket Terminal Training Course and Certification; or
  - b) provide information regarding previous in-person lottery training certification (taken within five years prior to the date of activation) to AGLC.
- 3.6.4 Requests for training should be made by contacting AGLC Hotline (see 1.4.2). (Added Nov 2017)
- 3.6.5 New agents must complete and submit the Pre-Authorized Debit (PAD) Agreement for Business form and Bank Account Verification form (see Section 6) to AGLC. (Amended Aug 2019)
- 3.6.6 If the new agent names a corporation or partnership on the Pre-Authorized Debit (PAD) Agreement for Business form, they must be a director or shareholder of the company. (Amended Aug 2019)
- 3.6.7 AGLC will assist the existing agent and new agent with completing a physical inventory of activated Scratch 'N Win tickets and reconciliation of online sales to the effective date of agent change. The existing agent and new agent are responsible for financial transactions resulting in the new agent being credited for related sales and activations (less commission). (Added, Oct., 2014)
- 3.6.8 All financial obligations the existing agent accrued prior to the effective date of the agent change shall continue to apply and be enforceable against the existing agent as per Schedule D8 of the Lottery Ticket Centre Retailer Agreement. (Added, Oct., 2014)

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#### SECTION: 4. ADMINISTRATION

### 4.1 RETAILER MASTER FILE INFORMATION

- 4.1.1 To maintain the accuracy and integrity of AGLC's retailer master files, the retailer is required to contact AGLC Hotline (see Subsection 1.4.2) when there is any change to the following information:
  - a) location name;
  - b) company name;
  - c) authorized signatory;
  - d) management;
  - e) controlling interest shareholder(s);
  - f) phone and fax number; or
  - g) hours of operation.
- 4.1.2 (Deleted Aug 2019)

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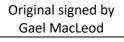


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### SECTION: 4. ADMINISTRATION

### 4.2 FINANCIAL OBLIGATIONS

- 4.2.1 Retailer accounts are invoiced on Wednesdays for the payment of online and offline (Scratch 'N Win) lottery tickets. (Added Oct 2014)
- 4.2.2 Retailers will be notified of the deposit amount for both online and offline (Scratch 'N Win) lottery tickets a minimum of 11 hours prior to the payment due deadline (Wednesday at 12:00 p.m.) by one of the following methods:
  - a) electronically, through the lottery ticket terminal;
  - b) by fax transmission; or
  - c) by telephone. (Added Oct 2014)
- 4.2.3 To satisfy the invoicing/payment process retailers must deposit, in a designated bank account before 12:00 p.m. on Wednesdays, all monies received through the sale of:
  - a) online lottery tickets, less winnings paid and commission; and
  - b) activated offline lottery tickets (Scratch 'N Win), less winnings paid and commission between eight to 14 days from the date of activation (excluding the date of activation). For example, monies for Scratch 'N Win tickets activated on a Tuesday must be deposited within a maximum of eight days, and monies for Scratch 'N Win tickets activated on a Wednesday must be deposited within a maximum of 14 days. (Added Oct 2014)
- 4.2.4 A fee of \$5 per week is charged to each retailer on their weekly invoice to cover administration costs.
- 4.2.5 Retailers must contact AGLC to change bank accounts.
- 4.2.6 An authorized signatory must complete a Pre-Authorized Debit (PAD) Agreement for Business form and Bank Account Verification form (see Section 6) and submit it to AGLC. (Amended Aug 2019)





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### SECTION: 4. ADMINISTRATION

- 4.2.7 AGLC shall take immediate action to collect outstanding monies owed from retailers due to non-sufficient funds (NSF), up to and including termination of the retailer agreement, and the following will apply: payment of the NSF must be received within 24 hours of a) notification in the manner designated by AGLC or the lottery ticket terminal will be disabled: b) a cash deposit or irrevocable letter of credit will be required immediately in an amount determined by AGLC (equivalent to two weeks average net invoice for the retail location or as per security requirements detailed in Schedule 2, Subsection 3.3.25 if the retail location is in the first year of operations). If the retailer chooses to use a cash deposit, it must be held by AGLC for a minimum of 24 months from the date of the NSF. If the retailer chooses to use an irrevocable letter of credit, it must stay in effect for a minimum of 24 months from the date of the NSF; (Amended Jun 2019) c) all NSF's are subject to a service charge determined by AGLC; d) retailers who fail to meet the deposit requirements in Subsection 4.2.2 may have their retailer agreement terminated resulting in the lottery ticket terminal and related equipment being removed; and e) retailers who experience no further payment problems after two years from the date of their NSF may contact AGLC and request an evaluation of their credit to determine if the need for a cash deposit or an irrevocable letter of credit still exists. (Amended Jun 2019) 4.2.8 Retailers that provide a cash deposit or irrevocable letter of credit in the name of their registered corporation or partnership as part of the application process may request after one full year of operation: (Amended Jun 2019) a re-evaluation of their company, if it failed the initial credit a) evaluation; or
  - b) an evaluation of their company, if financial statements were not available at the time the retailer submitted their application.

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#### SECTION: 4. ADMINISTRATION

4.2.9	The retailer must provide two current consecutive years of financial
	statements prepared by a third party (i.e., CPA, CA, CMA or CGA) and
	banking information for the most recent 12 month period (See
	Section 6 for a Credit Evaluation Information form). (Amended Aug 2019)

- 4.2.10 When the retailer successfully completes the credit evaluation, AGLC will return the cash deposit to the retailer or will return the irrevocable letter of credit to the retailer's financial institution. (Amended Jun 2019)
- 4.2.11 AGLC will advise retailers that do not meet credit evaluation standards that the cash deposit must be held or the irrevocable letter of credit must stay in effect. (Amended Jun 2019)
- 4.2.12 If the cash deposit or the irrevocable letter of credit is in the retailer's personal name(s), credit evaluation is not an option except as outlined in Subsection 3.3.17. The cash deposit must be held or the irrevocable letter of credit stays in effect until the retailer agreement is terminated. (Amended Jun 2019)
- 4.2.13 The retailer is responsible for the cost of any required repairs to the lottery ticket terminal(s) and related equipment, signs and fixtures that are deemed a result of negligence by the retailer.
- 4.2.14 The retailer will be invoiced for any and all direct costs incurred by AGLC for repair and maintenance due to negligence by the retailer.
- 4.2.15 The retailer is responsible for the cost of any lottery ticket related equipment that is damaged, destroyed, stolen or lost.
- 4.2.16 The retailer is required to maintain insurance to cover the cost of the obligations stated in the Retailer Agreement.
- 4.2.17 The retailer will be invoiced for the cost of replacing or repairing any lottery ticket terminal(s), signs and fixtures damaged, destroyed, stolen or lost while on the premises or in the care of the retailer.
- 4.2.18 The retailer may contact AGLC's Hotline (see Subsection 1.4.2) for information regarding maintenance and replacement costs.

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#### SECTION: 4. ADMINISTRATION

### 4.3 MULTIPLE TERMINAL RETAILERS

- 4.3.1 AGLC may approve a retailer to operate a maximum of two lottery ticket terminals in any one facility based on the following:
  - a) annual ticket sales; and
  - b) availability of additional lottery ticket terminals.

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### SECTION: 4. ADMINISTRATION

### 4.4 COMPLIANCE

- 4.4.1 AGLC may suppress one or more lottery ticket products on the lottery ticket terminal or suspend or terminate the Retailer Agreement without notice for any of the following:
  - a) if the retailer fails to pay any sums payable hereunder in the manner and at the time provided for or otherwise is in breach of any term or condition contained in the Retailer Agreement;
  - b) if the retailer, or any employee of the retailer, is in breach of any of the rules or regulations of AGLC, the WCLC or of the ILC as outlined in the Lottery Ticket Centre Policy Handbook and/or the Retailer Agreement;
  - c) if the retailer, or any employee of the retailer, is in breach of any laws or regulations made by any governmental authority having jurisdiction which in any way relate to lotteries or the operation thereof;
  - d) if the retailer sells, re-organizes, fails to remain actively involved in, or changes the nature of the business conducted by the retailer or a significant portion thereof or interest therein or if the retailer is a corporation other than a corporation the shares of which are publicly traded, voting control of the retailer changes;
  - e) if the retailer or any employee of the retailer has been convicted of a crime involving fraud, theft, misrepresentation, oral turpitude or any gambling-related offence;
  - f) in the event of the bankruptcy or insolvency of the retailer or if a receiver or liquidator is appointed over some or all of the assets of the retailer or in the event any of the assets of the Retailer are seized or distrained upon; and/or
  - g) in the event the retailer is required to vacate the premises in which the lottery ticket terminal is located.
- 4.4.2 Retailers whose lottery ticket terminals are removed for cause are eligible to reapply for a lottery ticket terminal six months from date of termination and will be placed on the waitlist if applicable.

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### SECTION: 4. ADMINISTRATION

4.4.3	Lottery retailers will be monitored from time to time by AGLC to
	ensure compliance. Results of any compliance monitoring will be
	made known to each retailer in writing. See the Progressive
	Discipline Policy (Section 4.4.5).

- 4.4.4 For the purposes of the Progressive Discipline Policy "Lottery Retailer" refers to a person contracted by the lottery to sell lottery tickets and provide lottery services at a retail location or a person who is an employee of a retail location and is authorized to operate a lottery terminal or is involved in the handling, selling and/or validation of lottery products.
- 4.4.5 The progressive discipline policy is specified as follows:

VIOLATION	1 <sup>st</sup> Offence (within any 12- month period)	2 <sup>nd</sup> Offence (within any 12- month period)	<b>3<sup>rd</sup> Offence</b> (within any 12- month period)	4 <sup>th</sup> Offence (within any 12- month period)
Fraud/Theft	OWNER/ RETAILER: Termination of Lottery Agreement. EMPLOYEE OR CORPORATE STORE MANAGER: Termination of Lottery Agreement unless retailer demonstrates that employee no longer has access to or sells lottery products			
Conduct contrary to public image of WCLC or AGLC	Warning Letter	Warning Letter	Warning Letter	Repeated violations could result in Suspension or Termination of Agreement

### LOTTERY RETAILER PROGRESSIVE DISCIPLINE POLICY

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#### SECTION: 4. ADMINISTRATION

VIOLATION	1 <sup>st</sup> Offence (within any 12- month period)	2 <sup>nd</sup> Offence (within any 12- month period)	<b>3<sup>rd</sup> Offence</b> (within any 12- month period)	4 <sup>th</sup> Offence (within any 12- month period)
Administrative Issues	Call to location	Warning Letter or Call	Warning Letter or Call	Repeated violations could result in Suspension or Termination of Agreement
<ul> <li>Sales, validation or prize payment issues not related to fraud/theft</li> <li>Did not tear and return paid winning ticket.</li> <li>Did not return intact unpaid winning ticket.</li> <li>Did not return non-winning ticket.</li> <li>Did not return Validation Slip.</li> <li>Did not check for signature on ticket. Retailer paid winning ticket over \$1,000 and claimed on behalf of customer.</li> </ul>	Warning Letter and Training	Warning Letter and Training	Mandatory Training Session minimum or up to Suspension of Lottery Terminal for a maximum of three days	Suspension of Lottery Terminal for three - seven days or up to Termination of Lottery Agreement
Selling to Minors	Warning Letter and Training	Suspended immediately for a minimum of 30 days	Termination of Lottery Agreement	

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#### SECTION: 4. ADMINISTRATION

VIOLATION	<b>1<sup>st</sup> Offence</b>	<b>2<sup>nd</sup> Offence</b>	<b>3<sup>rd</sup> Offence</b>	<b>4<sup>th</sup> Offence</b>
	(within any 12-	(within any 12-	(within any 12-	(within any 12-
	month period)	month period)	month period)	month period)
ID Under 25 Years Old	Letter to Lottery Agreement signatory Follow up by AGLC Representative	Letter to Lottery Agreement signatory Follow up by Supervisor/ Manager with requirement for mandatory training and advising of two day Suspension on next violation	Letter to Lottery Agreement signatory With two Day Suspension Follow up by Manager advising of further Suspension or Termination on next violation	Letter to Lottery Agreement signatory With seven Day Suspension or Terminate Agreement

Nature of training required will be based on situation and specifics of violation.

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### SECTION: 5. OPERATIONS

### 5.1 LOTTERY TICKET SALES

- 5.1.1 Retailers are required to properly display and make available for sale all current authorized WCLC on-line and off-line lottery ticket products.
- 5.1.2 Retailers are required to properly display and distribute any print material provided by AGLC.
- 5.1.3 Retailers must have the lottery ticket terminal and trained staff available during hours the premises are open for business.
- 5.1.4 Retailers must provide the complete range of lottery ticket products, merchandise, and information made available by AGLC and WCLC.
- 5.1.5 Retailers must sell and actively promote the sale of all lottery tickets as may be prescribed by AGLC and to provide such services for the sale of all lottery tickets and merchandise as specified by AGLC with reasonable courtesy to purchasers and at such standards as may be reasonably expected of a prudent business person.
- 5.1.6 Retailers are prohibited from selling lottery ticket products to minors (see 5.11).

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### SECTION: 5. OPERATIONS

### 5.2 ORDERING OF TICKETS AND SUPPLIES

- 5.2.1 Retailers shall monitor inventory levels to ensure all lottery ticket products and supplies are available on site, the merchandiser is full, and product is properly displayed.
- 5.2.2 AGLC requires two to three business days after an order is placed to deliver off-line lottery ticket products and/or supplies to retailers.
- 5.2.3 AGLC will determine regular inventory levels and call dates for offline product orders.
- 5.2.4 Retailers must notify AGLC if they have received off-line product that is not issued to them.
- 5.2.5 Retailers may contact AGLC to order additional emergency off-line product and/or supplies as required.
- 5.2.6 Retailers must make lottery ticket products available to their lottery ticket account representative upon request.
- 5.2.7 Lottery ticket account representatives will monitor a location's sales and issue/de-issue products as deemed necessary.

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### SECTION: 5. OPERATIONS

### 5.3 TICKET ACTIVATION

- 5.3.1 All off-line tickets must be activated before they may be sold.
- 5.3.2 Retailers are required to activate enough off-line tickets to maintain a fully stocked merchandiser.

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### SECTION: 5. OPERATIONS

### 5.4 VALIDATION AND REDEMPTION OF TICKETS

- 5.4.1 Retailers are responsible to pay out prize money on winning lottery ticket products up to a value of \$100 and have the option to pay out prize money up to and including \$1000. (Amended July 2018)
- 5.4.2 Retailers shall provide the service of validating and redeeming customer's lottery tickets subject to the following:
  - a) ensure customer's name is signed or printed on the back of ticket before validation process begins;
  - b) return the validation slip to the customer for every ticket checked;
  - c) pay only according to validation slip instructions;
  - d) if the ticket is a non winning ticket the retailer will give the validation slip and the original ticket intact to the customer;
  - e) for winning tickets that the retailer is able to pay, the retailer will give the customer the validation slip, pay the winning amount, tear the winning ticket in two, and return both pieces to the customer; and
  - f) for winning tickets unpaid, the retailer will return the original ticket intact to the customer.
- 5.4.3 Retailers receive two per cent redemption commission on all lottery ticket winnings up to \$1000 paid to a customer.
- 5.4.4 Retailers are prohibited from validating lottery tickets and paying out prize monies to minors (see 5.11).
- 5.4.5 Retailers may only validate tickets purchased in the WCLC jurisdiction (AB, SK, MB, YT, NWT & NU). Customers must send tickets from other jurisdictions to the address on the back of the ticket.
- 5.4.6 All lottery tickets (both on-line and off-line) must be validated through the lottery ticket terminal before payment can be made and tickets must be paid according to the validation slip instructions.
- 5.4.7 Retailers may only pay tickets that have the customer name signed or printed on the back.

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SECTION:	5.	OPERATIONS	
5.4.8		winning tickets over \$1000, merchandise prizes or "Collect to prizes retailers must do the following:	
	a)	ensure that the customer has signed or printed their name and address on the back of the lottery ticket;	
	b)	return the winning ticket intact to the customer, with the validation slip;	
	c)	provide the customer a Claim Form (see Section 6);	
	d)	provide the prize claim information number 1-800-665-3313 to the customer; and	
	e)	direct the customer to the nearest prize payout office or have them mail the form and the lottery ticket to the address listed on the back of the ticket by registered mail.	
5.4.9		lers who cancel a lottery ticket must retain the cancelled ticket te for a minimum of 30 days.	
5.4.10 Retailers are not responsible for sending tickets and claim forms on behalf of customers. This is the customer's responsibility.			
5.4.11 All merchandise prizes must be claimed through a prize payout off (see 1.4 for address).			
5.4.12 If there is a prize claim dispute, retailers are advised to:			
<ul> <li>a) return the original lottery ticket intact to the customer and th corresponding validation slip;</li> </ul>			
	b)	ask the customer to fill out a Claim Form (see Section 6);	
	c)	instruct the customer to send the claim form and the original ticket to WCLC for review (see 1.4 for mailing address);	
	d)	not pay any portion of the prize to the customer; and	
	e) if the customer has further questions, advise them to contact WCLC Corporate Communications (see 1.4).		
DATE ISSU	ED:	Original signed by July 3, 2018 AUTHORITY: Gael MacLeod	



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### SECTION: 5. OPERATIONS

#### 5.5 STOLEN, MISSING OR DESTROYED TICKETS

- 5.5.1 AGLC assumes no financial responsibility for stolen, missing, or destroyed lottery tickets issued to retailers or consumers.
- 5.5.2 Lottery tickets become the property of the retailer or consumer at the time of receipt, and retailers/consumers are responsible for the security of their respective lottery tickets.
- 5.5.3 All lottery tickets must be validated before payment may be issued. If a ticket cannot be validated, the consumer should:
  - a) complete a Claim Form (see Section 6); and
  - b) forward the ticket along with a detailed explanation to the WCLC for investigation;
  - c) payment will be issued by the WCLC in the form of a cheque for valid claims.
- 5.5.4 No prize money may be paid by a retailer on a ticket that cannot be validated.
- 5.5.5 Payment will not be made for tickets identified as stolen or destroyed.
- 5.5.6 If a winning ticket is inadvertently destroyed, which prevents a customer from receiving their prize, contact the WCLC Hotline for further instructions.
- 5.5.7 Only the bearer of a genuine original lottery ticket presented for validation is eligible to receive payment. Customer name must be signed or printed on the back of the ticket.
- 5.5.8 Retailers/consumers must report missing, stolen or destroyed tickets to their local Police Department and AGLC within 24 hours of the theft. Retailers/consumers must provide either a copy or number of the Police Department report.
- 5.5.9 In the event of a fire, retailers must report missing, stolen or destroyed lottery tickets to their local Fire Department and AGLC within 24 hours of the fire. Retailers must provide a copy of or the number of the Fire Department report.
- 5.5.10 Retailers/consumers must complete a report/affidavit provided by AGLC.

			Original signed by
DATE ISSUED:	October 1, 2015	AUTHORITY:	Susan Green



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### SECTION: 5. OPERATIONS

### 5.6 SPORT SELECT DIRECTIVE

- 5.6.1 To protect the integrity and viability of SPORT SELECT as a recreational and entertainment sports lottery product, AGLC has implemented a policy on the maximum aggregate daily wagers that may be made by any individual person or group of persons at any retailer location.
- 5.6.2 All retailers must abide by the following criteria for processing SPORT SELECT WAGERS:
  - a) the maximum aggregate wager(s) per person on any SPORT SELECT Product (except Pools) per day at any lottery ticket retailer location is \$500. (Amended Jul 2016)
  - b) persons must be personally present to purchase lottery tickets.
- 5.6.3 SPORT SELECT sales and network activity at retailer locations will be monitored to ensure that the objective of maintaining SPORT SELECT as a recreational and entertainment product is accomplished. IF IN DOUBT, DO NOT ACCEPT ANY WAGERS THAT MAY APPEAR TO BE CONTRARY TO THIS DIRECTIVE.
- 5.6.4 Non-compliance with this directive may result in penalties up to and including suppression of all SPORT SELECT games on the lottery ticket terminal or suspension or termination of the Retailer Agreement (see 4.4).

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DATE ISSUED:	July 18, 2016	AUTHORITY:	Susan Green



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### SECTION: 5. OPERATIONS

### 5.7 TICKET RETURN/BUYBACKS

- 5.7.1 Retailers must return out of date and/or expired lottery tickets to AGLC when requested to do so through buyback and/or chargeback notices (see Section 6).
- 5.7.2 AGLC will advise by written notice the times to return out of date and/or expired lottery tickets.
- 5.7.3 AGLC will provide materials (notices, forms, envelopes, etc.) and support for retailers to return out of date and/or expired lottery tickets.
- 5.7.4 Retailers will receive credit for all returned activated or charged products when returned, provided they have not expired at the time of processing.
- 5.7.5 AGLC will not provide a credit refund for tickets that have expired.
- 5.7.6 AGLC will ensure that all returned product is processed and all applicable credits issued within six weeks.
- 5.7.7 Retailers will be charged for lottery tickets not returned by the specified charge dates.
- 5.7.8 The sale of expired tickets is prohibited.
- 5.7.9 Retailers must ensure that all ticket products are returned to AGLC before their respective expiry dates.
- 5.7.10 The cost of insurance for return ticket shipments through the courier will not be covered by AGLC.

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### SECTION: 5. OPERATIONS

### 5.8 TICKET EXPIRY

- 5.8.1 On-line tickets are valid for one year from each draw date. Tickets cannot be validated until the day after the first draw date indicated on the ticket.
- 5.8.2 SPORT SELECT ticket prizes must be claimed within ninety days of the date of the last game on the SPORT SELECT ticket. Expiry dates are printed on the front of SPORT SELECT tickets.
- 5.8.3 Off-line tickets expiry dates are printed on the back of the ticket and will also appear in the Luck and LottoLine magazines.

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### SECTION: 5. OPERATIONS

### 5.9 HOURS OF OPERATION

- 5.9.1 The retailer must have the lottery ticket terminal and required trained staff available when the premises are open for business for the sale, validation and redemption of all lottery tickets.
- 5.9.2 Game breaks occur at a set time when sales for the on-line games have ended. Retailers may process any other on-line game that is not affected by a game break. Game breaks cover a period of approximately five minutes after the end of sales for the specific game.

GAME BREAK FOR	TIME	DAY
Western 649, & Lotto 6/49	7:00 pm MT	Wednesday& Saturday
Extra	7:00 pm MT	Wednesday, Friday & Saturday
Pick 3	7:00 pm MT	Every Day
Super 7	7:00 pm MT	Friday
Payday	7:00 pm MT	Thursday

All games not involved in game break are available for wagering.

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### SECTION: 5. OPERATIONS

#### 5.10 SITE MAINTENANCE

- 5.10.1 Should maintenance be required for the lottery ticket terminal, sign, and/or fixtures, contact the WCLC Hotline (see 1.4.2).
- 5.10.2 Service charges to repair damaged items or equipment vary depending on the type of service required.
- 5.10.3 Lottery ticket terminals must not be relocated by anyone other than an approved AGLC technician or authorized agent. To arrange for lottery ticket terminal relocations contact AGLC Hotline (see 1.4.2).

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### SECTION: 5. OPERATIONS

### 5.11 MINORS

- 5.11.1 Retailers shall ensure that minors are not sold, allowed to play or to receive payment of prize monies for lottery ticket products under any circumstances.
- 5.11.2 Retailers are required to obtain valid identification and verify proof of age whenever a person who appears to be under 25 years of age attempts to purchase, play or receive prize payment for lottery ticket products. (Amended Oct. 2015)
- 5.11.2.1 For the purposes of Subsection 5.11.2, valid primary identification must:
  - a) have a photo;
  - b) have a name;
  - c) have a signature;
  - d) be Government issued;
  - e) include date of birth;
  - f) not be expired;
  - g) have a unique identifier number; and
  - h) be an original (not a copy). (Added Oct. 2015)
- 5.11.3 If the identification appears not to be genuine, licensee staff must request a second piece of identification. Valid secondary identification must:
  - a) have a name;
  - b) be Government issued;
  - c) have a unique identifier number;
  - d) include date of birth. (Amended Oct. 2015)
- 5.11.4 Careful examination of identification under adequate lighting must take place to ensure:
  - a) the photograph is genuine and has not been substituted;
  - b) the plastic cover has not been tampered with;

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SECTION:	5.	OPERATIONS		
	c)	the lettering that provides birth has not been altered;		ame and date of
	d)	the document is genuine.		
5.11.5	must the si	e there is any doubt that i have the individual provid gnature to the signature on or a second piece of signature	e a sample signatu the photograph ide	re, and compare
5.11.6 Caution should be exercised to check for identification each an every time a person of questionable age attempts to purchase, pla or receive payment of prize monies for lottery ticket products. On previous occasion, false identification may have been produced an accepted.				o purchase, play t products. On a
5.11.7 If a person of questionable age fails to satisfy the retailer or staff that they are not a minor, the retailer or staff will:				ailer or staff that
	a)	refuse to sell, allow to play for lottery ticket products;		t of prize monies
	b)	if the premises is one v entering, being in or rema refused entry and asked to	aining in, then the	•
5.11.8	ensur	rvisory staff of the retailer re that adequate safeguards ry tickets are maintained.		
DATE ISSUI	ED:	October 1, 2015	AUTHORITY:	Original signed by Susan Green



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### SECTION: 5. OPERATIONS

### 5.12 **RENOVATIONS**

- 5.12.1 Retailers are required to notify AGLC of any renovations to the retail site named in the Retailer Agreement if the renovations require:
  - a) the site to be closed for any amount of time; or
  - b) the lottery ticket terminal to be moved.
- 5.12.2 Retailers may contact AGLC Hotline (see 1.4.2) to confirm any costs that may be incurred.

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### SECTION: 5. OPERATIONS

### 5.13 RELOCATION AND TEMPORARY RELOCATION OF LOTTERY TICKET TERMINAL

- 5.13.1 For the purposes of this section:
  - a) "relocation" is defined as the permanent physical relocation of the lottery ticket terminal requiring electrical or communication re-wiring to a new location within the same premises.
  - b) "temporary relocation" is defined as the temporary relocation of the lottery ticket terminal to allow for physical improvements to the premises (i.e. painting, carpet laying or construction).
- 5.13.2 Retailers must notify AGLC of any need to relocate the lottery ticket terminal to ensure proper measures are taken to prevent damage to the terminal or facilities.
- 5.13.3 All relocations and temporary relocations requiring the lottery ticket terminal to be moved must meet the following requirements:
  - a) move must be performed by an AGLC technician or an authorized agent; and
  - b) retailer must provide AGLC with a minimum of 10 business days notice.
- 5.13.4 The relocation of a lottery ticket terminal to a different retail site is not permitted.
- 5.13.5 Retailers are responsible for the cost associated with the relocation of the lottery ticket terminal(s) and related equipment.
- 5.13.6 Retailers may contact AGLC Hotline (see 1.4.2) for information regarding the costs association with the relocation.

DATE ISSUED:

October 1, 2015



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### SECTION: 5. OPERATIONS

#### 5.14 SIGNAGE, ADVERTISING AND PRODUCT PROMOTION

- 5.14.1 Advertising and/or promotional materials related to lottery tickets are subject to AGLC review and approval prior to placement.
- 5.14.2 Retailers must prominently post items requested by AGLC such as age restrictions, point of sale, and beneficiary information.
- 5.14.3 Any advertising that may be interpreted as inducement to play is not allowed.
- 5.14.4 Failure to post signs as directed by AGLC may result in penalties up to and including the termination of the Retailer Agreement resulting in the removal of the lottery ticket terminal and related equipment.
- 5.14.5 Retailers should contact AGLC Hotline (see 1.4.2) for information and clarification regarding advertising and promotional materials.

			Original signed by
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### SECTION: 6. SAMPLE FORMS **SAMPLE FORMS** 6.1 Lottery Ticket Centre Retailer Application Pre-Authorized Debit (PAD) Agreement for Business 6.2 Certificate of Insurance 6.3 6.4 Landlord Authorization **Credit Evaluation Information** 6.5 6.6 Lottery Ticket Centre Retailer Agreement 6.7 **Bank Account Verification** 6.8 Seller/Lessor Notification **Buyer/Lessee Notification** 6.9 6.10 **Buyback Notice** 6.11 **Claim Form** 6.12 Adjustment Form **Ticket Return Tracking Form** 6.13 Original signed by August 20, 2019 Gael MacLeod DATE ISSUED: AUTHORITY:



### LOTTERY TICKET CENTRE RETAILER APPLICATION

			TRIAL			HANGE OF OF	PERATOR
Applicant eligibility and Gaming, Liquor & Canna	abis (AGLC) will rev	view eligibility re		ion provided on the ndividual fails to co	mply with the at		
I. RETAIL LOCAT		ATION					
Name of Premises (Op	erating/Trade Na	ame):					
Building/Mall Name (if							
			ostal Code:				
Legal land description							
			mise Fax #:		Email:		
II. MANAGER(S)	/ ASSISTANT	MANAGER(S	5 <b>) / ON-SITE CON</b> <u>Title</u>	· · ·	<u>Cell #</u>		
III. HOURS OF OP (24-Hour Clock)	ERATION Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Open							
Close							
IV. COMPANY	, PARTNERSH	IP OR INDIV	IDUAL OPERATIN	IG THE LOCAT	ION		
Name of Company, Pai	rtnership or Indi	vidual:					
Mailing Address (if diff	erent than retail	location):					
City:		Pro	ovince:		Postal Co	ode:	
Phone #:			Fax #:		Email:		
V. DIRECTOR(S),	/ SHAREHOLD	PER(S)					
List ALL Director(s)/Sha			-	npany or Partners	ship above (if y	ou	
require more space ple <u>Name</u>	ease attach a sec	barate sneet to	<u>Title</u>	H	ome Phone #		<u>Cell #</u>

#### VI. CRIMINAL RECORD CHECK

To the best of your knowledge	, are you currently being investigated for a criminal offer	ce? 🗌 Yes	🗌 No
-------------------------------	---	-----------	------

Have you ever been charged with or convicted of a criminal offence? 🗌 Yes	No
Confirm by attaching a current records check/security clearance provided by	the RCMP or local Police (dated within the last 3 months).

The applicant authorizes AGLC to obtain credit or general information reports about the applicant or any partner, officer or shareholder of the applicant. Misrepresentation or failure to reveal information may be deemed cause for refusal or revocation of an agreement and/or possible criminal prosecution.

Date: \_\_\_\_\_

Authorized Signature:

Print Name:

The information you are providing on this application form is collected under the authority of the *Gaming, Liquor and Cannabis Act;* Gaming, Liquor & Cannabis Regulation; and Section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act.* This information is strictly for the use of AGLC in assessing your eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

> Alberta Gaming, Liquor and Cannabis (AGLC) 50 Corriveau Avenue St. Albert, Alberta T8N 3T5 Telephone: 780-447-8600 Toll-free: 1-800-272-8876 Fax: 780-447-8910 Email: retailnetworks@aglc.ca



#### PRE-AUTHORIZED DEBIT (PAD) AGREEMENT FOR BUSINESS

Western Canada Lottery Corporation (WCLC)

#### 1. Retailer Information

Applicant Name (Company, Partnership, or Individual)	Name of Premise (Operating/Trade Name)
Retailer Number	SYSID
2. Retailer Bank Account Information*	
Financial Institution Name (the "Bank")	Branch Name
Branch Address	City, Province, Postal Code
*This information can be obtained from your bank branch.	
Bank Number Transit Number	Account Number

#### 3. Pre-Authorized Debit (PAD) Agreement

In consideration for WCLC entering into a retailer agreement with the Retailer, the Retailer hereby authorizes WCLC to debit the account identified above for the weekly variable amount, including applicable taxes, owed to WCLC by the Retailer under such retailer agreement. Debits **shall be made weekly** after the effective date set out below. Each debit by the Bank shall be the same as if the Retailer had personally issued a cheque or order in favour of WCLC. Any delivery of this Authorization to the Bank constitutes delivery by the Retailer. This Pre-Authorized Payment is for business activities. The Retailer agrees to give advance written notice to WCLC of any change with respect to the account against which Pre-Authorized Payments are to be drawn.

This agreement and the Authorization shall remain in full effect until revoked or until such time as there is no retailer agreement in force with WCLC or until WCLC no longer employs this arrangement, for whatever reason, for receipt of payments from the Retailer. This agreement applies only to the method of payment between the Retailer and WCLC. This agreement does not affect the retailer agreement or any other contract respecting goods or services between the Retailer and WCLC. The Retailer may revoke its authorization at any time, subject to providing notice of 30 days to WCLC.

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit <u>www.cdnpay.ca</u>.

# THE RETAILER WAIVES ITS RIGHT TO RECEIVE PRE-NOTIFICATION OF THE AMOUNT OF THE PRE-AUTHORIZED PAYMENTS AND AGREES THAT IT DOES NOT REQUIRE ADVANCE NOTICE OF THE AMOUNT OF PRE-AUTHORIZED PAYMENTS BEFORE THE DEBIT IS PROCESSED.

 Dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_

 Per: \_\_\_\_\_\_ Sign Name
 Name/Title: \_\_\_\_\_\_

 Per: \_\_\_\_\_\_ Sign Name
 Name/Title: \_\_\_\_\_\_

 Bank Account Verification Form to verify Bank Account Signatory/ies is required.



Retailer Number:

### **CERTIFICATE OF INSURANCE**

(Only this Certificate will be accepted)

NAME OF INSURED (Company, Partnership or Individual):				
NAME AND ADDRESS OF PREMISES TO BE INSURED (Operating/Trade Name):				
NAME AND ADDRESS OF AGENT/BROKER:				
SCHEDULE OF COVERAGE	INSURANCE COMPANY	POLICY NUMBER	EFFECTIVE DATE EXPIRY D/ MM/DD/YY MM/DD/Y	
A. General Liability				
B. Property Insurance				
PARTICULARS OF COVERAGE - <u>CO</u>	MPLETE EACH CATEGORY AS COVERAG	<u>E APPLIES</u> (details on back	page)	
	eral liability coverage is <u>mandatory</u> for <u>recommended</u> for Lottery Ticket Retail		Video Lottery Retailers	
Limits of Liability				
\$Incl	usive Limits			
B. PROPERTY INSURANCE - The	following coverage features are manda	itory for all Retailers.		
Limit of insurance exclusive for Al	berta Gaming, Liquor & Cannabis (AGLC) Sup	oplied Equipment:	\$	_
Please check to confirm cover	age:			
All Risk/Broad Form Covera	age 🗌 Replacement Cost			
The Alberta Gaming, Liquo	r and Cannabis Commission is Loss Paya	ble on all Supplied Equipm	ent provided by AGLC.	
• • •	ts to the Alberta Gaming, Liquor and Ca the Named Insured. The undersigned fu cancellation to:		•	
	AGLC, 50 Corriveau Avenue, St. A	lbert AB T8N 3T5		
This certificate is executed and sign	ned by the insurer, or authorized Agent/	/Broker:		
SIGNATURE OF AUTHORIZED REPRESENTAT	IVE	INSURANCE COMPANY OR AGE	NT/BROKER	
PRINTED NAME OF AUTHORIZED REPRESEN	TATIVE	TELEPHONE	DATE	

FAX

#### REQUIREMENTS

#### **General Liability**

 Commercial General Liability – not less than \$2,000,000 inclusive per occurrence against bodily injury and property damage including loss of use thereof. Such insurance shall include blanket contractual liability, personal injury, and employees as additional insured.

#### **Property Insurance**

• Property Insurance is required for all Supplied Equipment provided by AGLC. Coverage shall be on an All Risk/Broad Form and Replacement Cost basis, and the Alberta Gaming, Liquor and Cannabis Commission shall be added as a Loss Payable.

All required insurance will be endorsed to provide AGLC with 30 days advance written notice of cancellation.

VIDEO LOTTERY REQUIREMENTS	ELECTRONIC BINGO REQUIREMENTS
Breakdown of Property:	<ul> <li>\$3,950 per SQL Server (server, monitor, keyboard and UPS)</li> <li>\$1,255 per Client (POS or Caller) Station (CPU workstation, touchscreen monitor and UPS)</li> <li>\$500 per thermal printer</li> <li>\$1,048 per laser printer</li> <li>\$10,000 network cabling cabinet</li> <li>\$9,000 - \$20,000 LAN wiring</li> <li>\$200 per data switch</li> <li>\$400 Gecko network switch</li> <li>\$1,575 per fixed base unit (Gecko)</li> </ul>
LOTTERY TICKET REQUIREMENTS	KENO REQUIREMENTS
<ul> <li>\$10,000 for ticket terminal and related equipment</li> </ul>	<ul> <li>\$10,000 for ticket terminal and related equipment</li> <li>\$900 per TV</li> <li>\$395 for TVCU (controller) (Note: If a ticket terminal already exists, \$395 plus \$900 per TV additional insurance is required for KENO)</li> </ul>

#### **Use of Information**

The information you provide on this form is collected under the authority of the *Gaming, Liquor and Cannabis Act*; Gaming, Liquor and Cannabis Regulation; and Section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act*. The information is strictly for the use of the Alberta Gaming, Liquor and Cannabis Commission in assessing eligibility. Your personal information is protected by Alberta's FOIP Act and can be reviewed upon request. If you have any questions about the collection or use of the information, please contact:

Alberta Gaming, Liquor & Cannabis (AGLC) 50 Corriveau Avenue St. Albert, AB T8N 3T5 Telephone: 780-447-8600 Toll-free: 1-800-272-8876 Fax: 780-447-8910



For Office Use Only

Retailer Number:

### LANDLORD AUTHORIZATION

The following La	andlord Authorizatior	n form is for:			
Location Name:					
Location Addres	ss:				
Legal Descriptio	n:				
I. Urban:	Lot	Block	Plan	Sub. Div.	
II. Rural:	1/4 Section	Township	Range	W	M
	County/District:				
Registered Own	FOR ALL NE	O BE COMPLETED BY THE W INSTALLATIONS OF A L			
Landlord's Corp	orate Name:				
M	1ailing Address:				
	Postal Code:		Telephone:		
Signature of Lan	dlord:				
Print Name of La	andlord:		Date:		

# By signing the above I hereby grant permission to Alberta Gaming, Liquor & Cannabis (AGLC) and its Agents to install, maintain, and/or remove:

- i. AGLC/Western Canada Lottery Corporation signs and fixtures;
- ii. a Lottery Ticket Terminal and related equipment; and
- iii. a Ticket Checker.

#### Further, I hereby grant permission for a Tenant (if required) to:

- i. Install a 15 amp/110 volt duplex <u>dedicated electrical outlet</u> installed within five feet of the ticket terminal and modem location;
- ii. install a 15 amp/110 volt electrical outlet within 10 feet of the ticket checker location;
- iii. if the Ticket Checker location is more than 10 feet from the terminal, a straight through CAT6 communication line terminated on both ends with female jacks is required; and
- iv. install a 15 amp/110 volt electrical outlet within 10 feet of where an internal sign may be installed; typically near a front-facing window.



### CREDIT APPLICATION INSTRUCTION SET

In order to evaluate your account for credit privileges we require the following:

- A complete copy of your most recent two consecutive years of financial statements (Balance Sheet, Income Statement, Notes, etc.) prepared by a third party professional accountant (i.e. CPA, CA, CMA or CGA) on the corporate entity that holds our retail agreement. Audited statements are preferred; however, we recognize that many businesses do not have audited statements, and we will accept Review Engagement or Notice to Reader statements prepared by a professional accountant.
- 2. A completed copy of the attached Credit Evaluation Form for the most recent 12-month period. Please fill out the *Applicant Information* and *Approval to Release Information* section and take it to your bank for completion.

When complete, please forward the financial statements and Banking Information form via one of the following options:

Mailing Address:	Alberta Gaming, Liquor & Cannabis (AGLC)
	Attn: Customer Administration Services
	50 Corriveau Avenue
	St. Albert, AB T8N 3T5

Email: retailnetworks@aglc.ca

Fax: 780-447-8910

Please direct inquiries concerning credit applications to the number below.

Phone: 1-800-272-8876 or 780-447-8600

The information provided on this form is collected under the authority of Section 33(c) of *Alberta's Freedom of Information and Protection of Privacy (FOIP) Act*. The information is strictly for the use of AGLC and is intended to be used for the purpose of determining eligibility for credit privileges obtained through the credit application process.

The information you provide is managed according to AGLC's retention and disposition policies and Part 2 of the FOIP Act under which you have a right of access to your information.

If you have any questions about the collection or use of this information please contact: Banking and Treasury Services, AGLC.



### **CREDIT EVALUATION INFORMATION**

By signing this form the applicant authorizes Alberta Gaming, Liquor & Cannabis (AGLC) to obtain credit or general information reports about the applicant or any partner, officer or shareholder of the applicant which may assist AGLC with the evaluation.

Corporate Name:				
Operating As:				
			Applicant A	Authorized Signature
Telephone:		Fax:		
•				Date
			tion also a los a los ana della	- d (
ollowing information is requ nonths is preferred.	ired to be completed by a fir	nancial institution. A financial institu	ition that has been utilize	ed for more than 12
-				
inancial Institution In	formation			
Bank Name:				
Address:				
Telephone:		Fax:		
			Branch (	Contact and Stamp
Account Information		*		
			Number of NSFs in	Date Account
	Account Number	Balance	Past 12 Months	Opened
Operating Account:				
Gaming Account:				
$(-aming \Delta c count)$	·			
(If different from the Operating Account)				
(If different from the				
(If different from the Operating Account)		Number of Late Payments in		Delinquent History
(If different from the Operating Account) Bank Loans	Loan Balance	Number of Late Payments in Past 12 Months	Collateral	Delinquent History (Yes/No)
(If different from the Operating Account) Bank Loans Original Loan	Loan Balance	-	Collateral	

AGLC will use the above provided information at its own risk. We hereby release the above Financial Institution from any loss or injury that may arise from the use of this information.

Please be aware that your bank may levy a service charge for providing AGLC with this information, and that you are responsible for these charges.

## LOTTERY TICKET CENTRE RETAILER AGREEMENT

## PARTIES TO THE AGREEMENT:

WESTERN CANADA LOTTERY CORPORATION, ("WCLC");

AGLC - ALBERTA GAMING AND LIQUOR COMMISSION (the "PO"); and

(the "Retailer")

### Preamble:

- WCLC conducts and manages lottery schemes in Alberta, Saskatchewan, Manitoba, Northwest Territories, Yukon and Nunavut and operates lottery schemes in these same provinces and territories in conjunction with the PO and Interprovincial Lottery Corporation("ILC");
- WCLC and the PO have agreed to permit the Retailer to retail Lottery Products and for that purpose to give the Retailer access to the Supplied Equipment, together with certain specified fixtures, signs, merchandise and advertising material relating to lottery products and responsible gaming programs, for installation within or about or for retail distribution from one or more of the Retailer's business premises described in the Retailer Information Schedule A;

### NOW THEREFORE the parties agree as follows:

- 1. Distribution: WCLC and the PO authorize the Retailer to retail Lottery Products in accordance with, and on condition that the Retailer complies with, all of the terms and conditions of this Agreement applicable from time to time. This authorization applies to those locations described in the Retailer Information Schedule A.
- 2. Schedules: The following schedules to this Agreement, as they may be amended from time to time in accordance with this Agreement, form part of and are incorporated as integral parts of the Agreement and any obligations or rights set out in such schedules form part of the Agreement as if they were fully set out in the main body of this Agreement:

Label	Schedule:	Version of Schedule
		Applicable at Signing*
А	Retailer Information	A0001
В	Retailer Obligations	B0001
С	General Terms	C0001
D	Termination & Liability	D0001

\*Note: Copies of the current applicable version of each of these schedules can be obtained by contacting WCLC or the PO.

- 3. Retailer Obligations: The Retailer agrees, with each of WCLC and the PO, to perform the promises and covenants set out in the Retailer Obligations Schedule B.
- 4. WCLC Obligations: WCLC agrees that it shall:
  - (a) at its expense, provide the Retailer with access to the Supplied Equipment within a reasonable period of time following the signature of this Agreement by all parties and pay for the initial installation of standard communication facilities required to permit the Supplied Equipment to communicate with the central computer system of WCLC;
  - (b) pay to the Retailer such amounts as may be established from time to time by WCLC and the PO for the sale and redemption of Lottery Products; and
  - (c) provide, and install at its own expense, point of sale material relating to lottery products and responsible gaming programs, fixtures and signage as WCLC may from time to time determine to be appropriate in the circumstances.

### 5. PO Obligations: The PO agrees:

- (a) that it shall deliver to the premises of the Retailer such Lottery Products, merchandise and supplies and future point of sale material as WCLC and PO may from time to time determine to be appropriate in the circumstances; and
- (b) to provide, at its own expense, point of sale material relating to local affinity advertising as the PO may from time to time determine to be appropriate in the circumstances.
- 6. Ownership of Supplied Equipment: The Retailer agrees that the Supplied Equipment is the sole property of WCLC or of the PO, as the case may be, and may be removed by WCLC or the PO at any time. The Retailer is a bailee only of the Supplied Equipment and has no property interest in it.
- 7. Amendment of Agreement by WCLC: The parties agree that WCLC has the right, in its discretion and at any time, to unilaterally amend, revise or supplement the terms of the Agreement (including but not limited to replacement of any Schedule to this Agreement) provided that:
  - (a) no such amendment, revision or supplementation shall take effect under the Agreement as against the Retailer until the later of:
    - (i) seven (7) days after notice of such amendment, revision or supplementation has been given to the Retailer; or
    - (ii) the date specified in such notice on which the amendment shall take effect;
  - (b) such amendment, revision or supplementation shall not take effect under the Agreement as against the PO until the PO consents to it (and notice of such consent may but need not be given to the Retailer);
  - (c) for greater certainty, if the Retailer has not served notice of termination of the Agreement, any use by the Retailer of the Supplied Equipment at any time after the latter date determined under Section 7(a) shall conclusively be deemed to be agreement to and acceptance of the said amendment, revision or supplementation by the Retailer.

IN WITNESS OF THIS AGREEMENT the parties h	ave executed it as of Insert date
WESTERN CANADA LOTTERY CORPORATION	AGLC - Alberta Gaming and Liquor Commission
Per:	Per:
Print Name:	Print Name:
	insert name of RETAILER
	Per:
Witness ( if individual)	Print Name:
	Head Office Address of Retailer

### Lottery Ticket Centre Retailer Agreement Retailer Information Schedule "A" (Version Number: A0001) Effective Date of Schedule: Dec 16, 2011

This schedule sets out the particulars of the location(s) for and is incorporated by reference into the Lottery Ticket Centre Retailer Agreement with: . This schedule may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting WCLC or the PO.

RETAILER INFORMAT Address for Service of F	ION: Retailer under Agreement:	
Phone Number:		
Facsimile		
Number:		
Email:		
Primary Contact:		
Signatory:		

Note: Contact Information for the retailer or a location may be changed by giving notice of the change to WCLC and the PO under Sections C3 and C4.

Retailer Number:	Civic Address:		
Location Name:			

Lottery Ticket Centre Retailer Agreement Retailer Obligations Schedule "B" (Version Number: B0001) Effective Date of Schedule: Oct 11, 2011

This schedule sets out particular Retailer obligations for the Lottery Ticket Centre Retailer Agreements to which it applies and is incorporated by reference into each such agreement. This schedule may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting WCLC or the PO.

### The Retailer promises and agrees:

- B1. **Comply with Directives, etc:** To be knowledgeable of and to provide its services relating to all Lottery Products in accordance with and to comply with, and to cause its employees to be aware of and comply with:
  - (a) the rules and regulations of WCLC and of ILC;
  - (b) all other rules, regulations, codes of conduct, operating manuals, policies and procedures; and
  - (c) all other instructions and directives;
  - as may be Prescribed relating to the retailing of Lottery Products or other matters relating to this Agreement.
- B2. *Maintain Manual:* To maintain at each Location and make available to its employees, a copy of the appropriately Prescribed lottery ticket centre handbook, manual or operators guide and any other Prescribed handbooks or manuals.
- B3. *Trained employees:* To have one, or more if required by the PO, of its employees, who are acceptable to the PO, who will be directly responsible for carrying out the functions of the Retailer under this Agreement to attend such training sessions as the PO shall from time to time require in order to ensure that the Retailer's employees are properly trained and certified in the operation of the Supplied Equipment and the rules, regulations, codes of conduct, operating manuals, policies and procedures, instructions and directives referred to in B1 and for the performance of such other services as the Retailer is required to perform.
- B4. **Operation of Supplied Equipment:** To only permit employees that are registered with WCLC to operate Supplied Equipment.
- B5. Location of Supplied Equipment: To locate the Supplied Equipment on the Retailer's premises only at the site and location previously approved by the PO. The Supplied Equipment must not be moved without the approval of the PO.
- B6. *Physical Responsibility:* To be responsible for the physical security of, and to exercise all reasonable care in the operation and care of, the Supplied Equipment and to immediately notify WCLC of any malfunction or damage to the Supplied Equipment.
- B7. **Repairs and Insurance:** To reimburse WCLC and the PO for the cost of repairing any Supplied Equipment destroyed, lost or stolen while on the premises or in the care of the Retailer and also for the cost of any repairs to the Supplied Equipment which are not repairs necessitated by: (i) normal wear and tear; (ii) a defect in the manufacturing or (iii) defective maintenance service provided by WCLC or the PO. The Retailer shall maintain adequate insurance as determined by the PO to cover the cost of his obligations under this clause and shall, if requested, provide the PO with proof of such insurance.
- B8. **Availability:** To have the Supplied Equipment and certified trained staff available during all hours and days that the Retailer's premises are open for business for the sale of all WCLC and PO approved Lottery Products and for the redemption of all Lottery Products and to provide such services for the sale of Lottery Products and lottery merchandise as may from time to time be directed by the PO.
- B9. Advertising and Notices: To post and display prominently at such location within or about the Retailer's premises as may be Prescribed such point of sale, redemption and other promotional material and, to use no advertising or promotional material relating to lotteries except that which is provided or approved by WCLC or the PO.
- B10. *Promotions, etc.:* Not to, without the prior consent of WCLC or the PO, offer, provide or use any Lottery Products in any promotion, endorsement, offer, give away, contest or other promotional manner which is not authorized by WCLC or the PO.
- B11. *Signage:* To fully utilize the signs and fixtures forming part of the Supplied Equipment and to maintain on the Retailer's premises an adequate supply of all materials as Prescribed.
- B12. Fees: To pay to WCLC such fees as may be Prescribed.
- B13. **Purchase of Tickets:** That all Off-line lottery tickets received by the Retailer shall be deemed to have been purchased by the Retailer as of the date of receipt at the price, less applicable commission and discounts, established by WCLC from time to time; and the Retailer shall make payment to the PO in such manner as may be Prescribed.
- B14. **Offer Lottery Products:** As directed by the PO from time to time, to provide the complete range of Lottery Products, all methods of playing the Lottery Products, lottery merchandise and such lottery information as is made available by the PO to the Retailer.
- B15. Promote Sales: To sell and to promote the sale of all Lottery Products provided to the Retailer by the PO.
- B16. *Price:* Not to sell tickets at any price greater or any price lower than the price stated on the ticket.
- B17. Locations: To only sell Lottery Products at the locations designated in Schedule A.
- B18. *Exclusiveness*: Not to promote in any way any other lottery games or engage in any activity in competition with the lottery games offered by WCLC or ILC, without the prior written consent of the PO.
- B19. **Compliance with Laws:** To comply with all laws applicable to the jurisdiction in which each Retailer business location described in Schedule A is located, not to enter into any lottery ticket sales transactions that are illegal in such jurisdiction and not to sell tickets beyond the boundaries of such jurisdiction or which the Retailer knows are intended for resale beyond such jurisdiction.
- B20. *Maintenance:* To replace, as required, ticket roll stock in the printer forming part of the Supplied Equipment but to perform no other mechanical or electrical maintenance on Supplied Equipment.
- B21. Utilities: To pay for all electrical utility charges in connection with the operation of the Supplied Equipment.
- B22. **Redemption Services:** To provide full service with respect to redemption and encashment of prizes as directed by the PO (regardless of whether the Retailer sold the Lottery Products being redeemed) and to redeem as Prescribed all such valid winning tickets, valid cash vouchers or valid "Instant" stubs having a redemption value of no more than the amounts Prescribed.
- B23. *Records:* To maintain current and accurate records of all present and past operations related to the distribution of Lottery Products as Prescribed. All such records shall be produced by the Retailer on request and all records relating to Lottery Products whether or not Prescribed may be copied and/or removed from the Retailer's possession by WCLC or the PO for inspection and/or audit.
- B24. *Winning Numbers:* To prominently post winning numbers as soon as they are available after a draw at which winning ticket numbers are drawn.
- B25. Account: To account to the PO in the manner Prescribed and to be responsible for:
  - (i) all revenues derived or deemed derived from the sale of On-line lottery tickets;
  - (ii) all winning tickets and cash vouchers that the Retailer has cashed; and
  - (iii) all unsold On-line lottery tickets that have been voided or cancelled in the manner prescribed by the PO.
  - All On-line lottery tickets printed by the Supplied Equipment and not voided or cancelled in the manner prescribed by the PO shall be deemed sold and the Retailer shall be deemed to have received payment therefore.
- B26. **Proceeds:** To deal with proceeds of Lottery Products as Prescribed. The Retailer acknowledges that all monies received from the sale of all Lottery Products are the property of WCLC and that the Retailer receives, holds and deals with the same as bare trustee for WCLC.

- B27. **Buybacks:** That the PO may, from time to time, but is not obligated to, offer to the Retailer, the privilege to sell back unsold Off-line tickets for specified Lottery Products. All such unsold tickets must be delivered by the Retailer to the PO in such quantity, and in such condition as may be prescribed by the PO on or before the buy-back date established by the PO in order for the Retailer to receive any credit. This privilege may be withdrawn by the PO at any time.
- B28. *Risk of Loss:* That the Retailer shall bear the risk of loss and be responsible for the full face value of any lost, stolen, missing and losse Lottery Products not returned in the manner Prescribed.
- B29. **Security:** If required by the PO, to provide a letter of credit (LOC) from a financial institution, guarantee(s) or such other arrangements on such terms and in such amount as may be required by the PO, to cover the obligations of the Retailer hereunder to the PO, WCLC, and to ILC, or any of them. The PO may waive the requirement to provide a LOC upon completion of a successful credit evaluation as required by the PO. The PO may review and withdraw such waiver at any time.
- B30. **Safety:** To be responsible for and to ensure the personal safety of all WCLC and PO representatives while they are located on the Retailer's business premises.
- B31. *Indemnity:* To indemnify and hold WCLC, the PO and ILC harmless from any and all liabilities, claims, actions and judgments of any kind or nature arising from or relating to the Retailer's acts or omissions in the operation of the Retailer business locations described in Schedule A and the sale of Lottery Products or as a result of a breach by the Retailer of any provisions of this Agreement.
- B32. Status: That the Retailer is not an employee, agent, representative, joint venturer, or partner of WCLC, of the PO, or of ILC and shall not represent or hold himself out to be other than an independent contractor pursuant to this Agreement.
- B33. **Consents:** As required/requested by WCLC or the PO from time to time, to provide and to cause its principals and employees to provide to, WCLC or the PO a criminal records search from the Royal Canadian Mounted Police or such other police force as may be required by WCLC or the PO regarding the Retailer, its principals or employees as the case may be, and to provide, and to cause its principals and employees to provide to WCLC and the PO with such documentation and other information as may reasonably be required for such searches to be obtained.
- B34. *Minors:* Retailers shall ensure that minors are not sold, allowed to play or to receive payment of prize monies for Lottery Products under any circumstance. Retailers must ensure staff demand proof of age when a person who appears to be a minor attempts to purchase, play or receive prize payment for Lottery Products.
- B35. *Employee Performance:* The Retailer shall manage and supervise its operations so as to be alert as to the manner in which its employees are carrying out the functions of the Retailer under this Agreement and to act immediately to address any performance deficiencies.
- B36. **Suspicious Activity:** The Retailer shall manage and supervise its operations to be alert as to any activity by an employee which appears to have a wrongful intent. The Retailer shall immediately on becoming alert as to such conduct notify WCLC and the PO and such other authorities as appear warranted.

### Lottery Ticket Centre Retailer Agreement General Terms Schedule "C" (Version Number: C0001) Effective Date of Schedule: Oct 11, 2011

This schedule sets out general terms for the Lottery Ticket Centre Retailer Agreements to which it applies and, until this schedule is superseded, amended or deleted, is incorporated by reference into each such agreement. This schedule may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting WCLC or the PO.

- C1. **Definitions Incorporated:** If any terms used in this Agreement are defined under the rules and regulations of the WCLC or of ILC (for whom WCLC is a Regional Marketing Organization), then such terms shall have the same meaning in this Agreement. In addition the following capitalized terms have the following defined meanings in this Agreement:
  - a. **"Agreement**" means this Lottery Ticket Centre Retailer Agreement as amended from time to time;
  - b. "ILC" means the Interprovincial Lottery Corporation;
  - c. "Last Known Address" means in the case of posting, the last postal address, in case of facsimile transmission, the facsimile number provided by the Retailer to WCLC and the PO, or in case of delivery by email the email address provided by the Retailer to WCLC and the PO in Schedule A or by subsequent notice under Sections C3 and C4;
  - d. "Location" means a location for operation of Supplied Equipment described in Schedule A;
  - e. "Lottery Products" means Off-line lottery tickets and On-line lottery tickets;
  - f. "Off-line lottery tickets" means all non terminal-generated lottery tickets for lottery games which are conducted and managed by WCLC or ILC or otherwise approved by the PO;
  - g. **"On-line lottery tickets"** means all terminal-generated lottery tickets for lottery games which are conducted and managed by WCLC or ILC or otherwise approved by the PO;
  - h. "Prescribed" means as adopted in writing from time to time by WCLC or the PO;
  - i. **"Supplied Equipment"** means the ticket terminal, customer display unit, equipment and signs and fixtures which may be provided by WCLC and the PO to operate and sell Lottery Products.
- C2. Service of Notice on Retailer: Any notice to be given by WCLC or by the PO to the Retailer may be given to the Retailer at the Last Known Address for the Retailer, by: (i) posting the same by prepaid registered mail; (ii) by transmitting the notice by facsimile transmission; or (iii) by delivering the notice by email; or by personal delivery to the Retailer or if the Retailer is a corporation upon a director or officer of the Retailer.
- C3. Service of Notice on WCLC: Any notice to be given to WCLC in relation to this Agreement may be given by: posting the same by prepaid registered mail and addressed to WCLC, by transmitting the notice by facsimile transmission, or by personal delivery upon a director or officer of WCLC. Notices for WCLC shall be sent to the following address or facsimile number:
  - Address:
    - Western Canada Lottery Corporation
    - 10th floor, 125 Garry Street
    - Winnipeg, Manitoba
    - R3C 4J1
    - Fax: 204-946-1921
- C4. Service of Notice on the PO: Any notice to be given to the PO in relation to this Agreement may be given by: posting the same by prepaid registered mail and addressed to the PO, by transmitting the notice by facsimile transmission, or by personal delivery upon a director or officer of the PO. Notices for the PO shall be sent to the following address or facsimile number:
  - Address:

, Fax:

- C5. *Interruption of Service:* Except during periods of a postal strike or of a general interruption of postal services any notice given by registered mail hereunder shall be deemed to have been received on the second business day following posting of the same. In the case of service by facsimile transmission a notice shall be deemed to have been received on the next business day following the day of sending. In the case of service by email a notice shall be deemed to have been received on the next business day following the day of sending.
- C6. Severance: If any covenant or term hereof or the application thereof to any person, or in any circumstances, to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to any person or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant and condition hereof will be valid and enforceable to the fullest extent permitted by law.
- C7. *Entire Agreement:* This Agreement supersedes all prior agreements, licenses, permits and understandings, oral or written, among the parties hereto or their respective representatives with respect to the matters herein. Except as provided for in Section 7 of the Agreement, this Agreement shall not be otherwise amended or modified except by written agreement of all of the parties to be bound thereby.
- C8. Law: This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of the jurisdiction in which the PO is located. Each of the parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the jurisdiction in which the PO is located and all courts of appeal there from in respect of any action or proceeding arising out of or related to this Agreement, provided that nothing in this section shall affect the right of a party to serve legal process in any other manner permitted by law, or affect its right to enforce any action, proceeding or judgment against the other party or its property in the courts of other jurisdictions.
- C9. Gender/Number: The masculine gender where used herein shall include the feminine or neuter or vice versa and the singular shall include the plural where the context so requires.
- C10. *Remuneration:* Except as Prescribed, the Retailer shall be entitled to no other remuneration with respect to services supplied pursuant to this Agreement.
- C11. **Assignment:** No transfer or assignment of this Agreement by the Retailer is valid without the prior written consent of WCLC and the PO, which consent may be withheld on any ground, whether reasonable or not. Any assignment or attempted assignment of this Agreement or any interest in this Agreement by the Retailer without the prior written consent of WCLC and the PO is null and void.
- C12. Intellectual Property: The Retailer agrees that WCLC, the PO, and their respective licensors, if any, own all intellectual property rights including all patents, trademarks, copyrights and industrial designs in all of the Lottery Products and Supplied Equipment. The Retailer may use those of the intellectual property rights made available to it by WCLC or the PO during the term of this Agreement solely for the purpose of the sale of the Lottery Products and the use of the Supplied Equipment, as specifically authorized by WCLC and the PO from time to time.
- C13. *Waiver:* No waiver by WCLC or the PO of the covenants, agreements or obligations of the Retailer shall be deemed to be a waiver of any subsequent breach of such, or of any other, covenant, agreement or obligation under this Agreement, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other right, power or privilege.

### Lottery Ticket Centre Retailer Agreement Termination & Liability Schedule "D" (Version Number: D0001) Effective Date of Schedule: Oct 11, 2011

This schedule sets out the provisions limiting or applicable to liability under the Agreement and applicable to termination of the Lottery Ticket Centre Retailer Agreements to which it applies and until this schedule is superseded, amended or deleted is incorporated by reference into each such agreement. This schedule may be amended from time to time in accordance with the terms of the Agreement. A copy of the current applicable version of this schedule can be obtained by contacting WCLC or the PO.

- D1. Duration Of Agreement: The Agreement shall only take effect as of the date the parties have executed the Agreement and shall be effective from that date hereof until terminated in accordance with these provisions.
- D2. Termination By Retailer: The Retailer may terminate the Agreement on three (3) days notice in writing to the PO.
- D3. Termination By WCLC or the PO For Cause: WCLC or the PO may terminate this Agreement without notice upon the
  - happening of any of the following events, namely:
    - if the Retailer fails to pay any sums payable hereunder in the manner and at the time provided for or if the a. Retailer is otherwise in breach of any term or condition contained in this Agreement;
    - if the Retailer, or any employee of the Retailer, is in breach of any of the policies, procedures, codes of b. conduct, operating manuals, instructions, directives, rules, or regulations of WCLC, the PO or of ILC;
    - if the Retailer, or any employee of the Retailer, is in breach of any laws or regulations made by any c. governmental authority having jurisdiction which in any way relate to lotteries or the operation thereof.
    - if the Retailer sells, reorganizes, fails to remain actively involved in, or changes the nature of the business d. conducted by the Retailer or a significant portion thereof or interest therein; if the Retailer is a body corporate, other than a corporation the shares of which are publicly traded, if the
    - e. principals of the corporation at the time of the signature of this agreement by the Retailer fail to remain actively involved in the business conducted by the Retailer;
    - if the Retailer is a body corporate, other than a corporation the shares of which are publicly traded, if voting f. control of the Retailer changes;
    - if the Retailer or any employee of the Retailer has been charged with or convicted of a crime involving fraud, g. theft, misrepresentation, moral turpitude or any gambling-related offence;
    - in the event of the bankruptcy or insolvency of the Retailer or if a Receiver or a liquidator is appointed over h. some or all of the assets of the Retailer or in the event any of the assets of the Retailer are seized or distrained:
    - in the event the Retailer is no longer entitled to occupy the premises at the Location; or as contemplated in the Prescribed progressive discipline policies. i.
    - i.
- D4. Termination By WCLC or the PO without cause: WCLC or the PO may, without cause or reason, terminate this Agreement on three (3) days notice to the Retailer.
- D5. Remedies: WCLC or the PO may impose such remedies against the Retailer from time to time as are permitted under any Prescribed progressive discipline policies.
- D6. Suspension: WCLC or the PO may, without terminating this Agreement, immediately suspend the Retailer's ability to operate the Supplied Equipment and sell, encash or redeem Lottery Products where there has been a breach of this Agreement by the Retailer, or where WCLC or the PO anticipates there will be a breach of this Agreement by the Retailer or for any reasonable reason. During the period of a suspension WCLC or the PO may require that the Retailer return all Off-line lottery tickets to the WCLC or the PO as directed and following the completion of the suspension period may, at its option, either return the Off-line lottery tickets to the Retailer or retain the said tickets and issue the applicable credit to the Retailer for the said tickets, if any.
- D7. Termination By Location: If this Agreement applies to more than one Location, the agreement may be terminated in respect of one or more Locations without being terminated with respect to remaining Locations, provided if a notice of termination is not restricted to particular Locations it will be deemed to apply to all Locations.
- D8. Obligations Of Retailer on Termination: Notwithstanding any other provision of the Agreement upon termination of this Agreement for any reason, the Retailer shall be obligated to account to WCLC and the PO and to pay to WCLC or the PO any monies owing and to deliver to the PO all Supplied Equipment, as the case may be. Any obligations of the Retailer accrued prior to the effective date of termination shall continue to apply and be enforceable against the Retailer. The provisions of this section shall survive the termination of this Agreement and shall remain enforceable until the Retailer has fully complied.
- D9. Remedies Cumulative: The rights and remedies of WCLC and the PO under this Agreement are both cumulative and in addition to, and not in substitution for, any rights or remedies provided by law. Any single or partial exercise by WCLC or the PO of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.
- D10. Limitation of Liability of WCLC and the PO: The Retailer acknowledges that neither WCLC nor the PO shall be liable to the Retailer or any of its employees or customers for any loss or injury (whether or not such loss or injury is as a result of the negligence, fundamental breach of contract or deliberate act of WCLC, or of the PO or their respective employees, servants or agents) resulting from:
  - a. fire, or other occurrence resulting from the installation, use, or removal of the Supplied Equipment, signs and fixtures or any transmission lines or other facilities installed for the operation of the Supplied Equipment, signs and fixtures;
  - failure or malfunction of the Supplied Equipment, signs and fixtures or any transmission lines or other facilities b. installed for the operation of the Supplied Equipment, signs and fixtures;
  - c. reasonable defacement of premises necessarily associated with the installation, repairs or removal of the Supplied Equipment, signs and fixtures or any transmission lines or other facilities installed for the operation of the Supplied Equipment, signs and fixtures;
  - interruptions or cessations of the availability of Supplied Equipment, signs and fixtures or of any Lottery d. Products.
- D11. Damage Limitations: Notwithstanding anything else in the Agreement, the liability of WCLC, ILC and the PO collectively to the Retailer for any claim, whether based in tort, contract, fundamental breach of contract, statutory breach or otherwise, for any cause whatsoever related to or arising from this Agreement or the sale of Lottery Products shall be limited to the sum of \$500.00 in aggregate. In no event (including but not limited to fundamental breach of contract, breach of a fundamental term of a contract, breach of covenant, breach of warranty or breach of representation and the negligence or gross negligence of WCLC, ILC, the PO or any of their respective employees or agents) shall WCLC, ILC or the PO be liable for indirect or consequential damage or for damages for loss of use or for loss of earnings or profit, for any covenants, warranties, representations or other matters under or relating to this Agreement, and whether at the suit of the party or parties contracting directly with WCLC, ILC or the PO or at the suit of any third party, and whether in contract, tort or otherwise, even if WCLC, ILC or the PO knew, should have known or may have been advised of the possibility of such damages.



### To be completed by a Representative of your Financial Institution.

Submit this form and the AGLC Pre-authorized Debit (PAD) Agreement for Business form via email at <u>retailnetworks@aglc.ca</u> or fax at 780-447-8910.

Business/Company Accou	unt Name:
Institution Code:	
Transit Number:	
Account Number:	
List all authorized signate	pries on this account:
Does this account require signature on debits?	e more than one
By stamping this form, yo	ou are verifying ALL the above information is accurate.
Bank Stamp Here	



## SELLER/LESSOR NOTIFICATION

Email to retailnetworks@aglc.ca or Fax to 780-447-8910

Please be advised that I,	, owner of
(seller/lessor	name)
, operating un	
(Name of Premise (Operating/Trade Name))	(Company, Partnership or Individual Name)
will be selling my location to	, as of Name) (*Changeover date)
(Company, Partnership or Individual	Name) (*Changeover date)
*Note: If the changeover date is modified AGLC will require the form be u	pdated, initialed and resent.
Seller/Lessor Information:	
Retailer No. SYSID	
De signing this former I have be size Alberta Consistent live a Conservation	
By signing this form, I hereby give Alberta Gaming, Liquor & Cannabis purchaser for the purpose of determining an appropriate financial securi Lottery Ticket Centre Policy Handbook.	
Name of Seller/Lessor:	
	seller/lessor name)
Signature of Seller/Lessor:	
	(sign full name)

Forwarding address if different than the one currently on file:



## **BUYER/LESSEE NOTIFICATION**

## Email to retailnetworks@aglc.ca or fax to 780-447-8910

Please be advised that I,		, will be
	(buyer/lessee name)	
purchasing	, located at	
(Name of Pre	mise (Operating/Trade Name))	(address & city)
The possession date is set for		
	(*changeover date)	
*Note: If the changeover date is	nodified AGLC will require the form be updated, initialed an	nd resent
Note. If the changeover date is	iouned Adec win require the form be updated, initialed a	la resent.
BUYER/LESSEE INFORMATION:		
DOTER/LESSEE INFORMATION.		
Company, Partnership or		
Individual buying location:		
	(Company, Partnership or Individ	dual Name)
Name of Buyer/Lessee		
	(Name(s))	
Signature of Buyer/Lessee		
	(Sign Name(s))	
Contact Information:		
	(*email address)	
	(*phone number(s))	

\* The contact information provided will be used to contact you to discuss the process and assist with any questions you may have.

# **NOTICE OF CHARGE**

Issued books of the tickets illustrated below will be <u>CHARGED TO YOU</u> on the invoice of July 24<sup>th</sup>, 2013 and July 31<sup>st</sup>, 2013. If you have any of these tickets (books and/or singles) in your inventory, return them immediately. Please use the return security envelope provided and allow 6 weeks for processing.

**\*PLEASE NOTE:** Failure to provide appropriate retailer information on tracking form will result in a longer processing time.

**OVERLOADING BAG MAY CAUSE IT TO BREAK RESULTING IN TICKET LOSS. SEE REVERSE SIDE FOR TICKET RETURN PROCEDURES & PHONE NUMBER!** 

## Charge July 24, 2013



**Diamond Dazzler** 

15205

31018



Golden 7's 25261



Lucky Pairs 25264



Zodiac 15209



Bingo Winter Green 15208

# Charge July 31, 2013



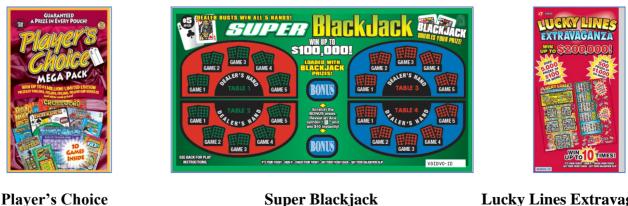
Snowball Cash 15210



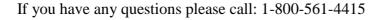
The Numbers Game 15212



Xword Moneybag Tripler 26118



Lucky Lines Extravaganza 33024



26123

# **BUYBACK ALERT RETURNS**

The tickets illustrated below are scheduled for BUYBACK. Please return all ISSUED AND ACTIVATED tickets (books and singles) between July 8<sup>th</sup>, 2013 and Jul 19<sup>th</sup> 2013. Please allow 6 weeks for processing. Tickets not received at AGLC by Jul 19<sup>th</sup> will not be processed within the six week window. If you do not send these back you will automatically be invoiced for them on: Oct. 23rd , 2013 and Oct. 30th , 2013.

\*PLEASE NOTE: Each bag requires its own tracking forms and failure to provide appropriate retailer information on tracking forms may result in a longer processing time.

**OVERLOADING BAG MAY CAUSE IT TO BREAK RESULTING IN TICKET LOSS. SEE REVERSE SIDE FOR TICKET RETURN PROCEDURES & PHONE NUMBER!** 



Western 20051



**Double Monopoly** 25265



**Cash Cards** 13071



**Pyramid Riches** 26127



Monopoly

5

21326



Spin 3 21327



Bingo 22049

**Triple Monopoly** 

15214



Blackjack 25263



Silver & Gold 25266



Lucky Lines 13074



**Mega Monopoly** 33023



26124

**Texas Hold'em** 33022



Crossword 15206



Set for Life 26125

WIN UP T	00	
B INGO H 28 41 49 68 II 24 37 57 71 G2 22 81 58 72 (4 25 44 52 70 G3 23 45 47 61		BINGO 07 6 35 58 64 5 17 37 52 72 07 25 11 27 35 77 11 27 35 77 03 26 31 49 61
18         16         38         48         61           07         29         37         57         75           14         20         30         58         73           15         28         14         52         71           102         25         14         149         70		In         IB         IP         IP<
07 29 37 49 71 04 27 44 48 68 05 28 00 57 70 06 23 41 58 69 11 25 35 47 73		03 88 31 48 64 11 28 36 57 70 06 29 11 50 61 02 27 44 47 73 07 21 37 49 72

**Bingo Surprises** 15213

If you have any questions please call: 1-800-561-4415

## TICKET RETURN PROCEDURES (CANADA POST)

- 1. Complete the TICKET RETURN TRACKING FORM in full, listing all tickets and quantities being returned in the bag. Use one tracking form per bag and keep the bottom copy for your records.
- 2. Print your RETAILER NAME, ADDRESS, RETAILER NUMBER (example: AA99), POSTAL CODE and APPROXIMATE WEIGHT on the pre-addressed, Canada Post label.
- 3. Place the tickets and the completed TICKET RETURN TRACKING FORM in the plastic Canada Post security bag and SEAL the bag.
- 4. To have your tickets picked up please call Canada Post at 1-800-661-3434.
- 5. In the automated telephone menu:
  - Choose a language. Press 1 for English or 2 for French.
  - Press 1 for business inquiries.
  - Enter 4413121 for the customer number requested.
  - Press 2 for pickup inquires.
  - Press 2 to arrange for an on demand pick up.
  - Wait for a courier operator to answer your call.

ENTER RETAILER I COMPLETE MA		:		DXIMATE WEIG t exceed 2.5 kg)
From Expéditeur Cetteme Acct Ro M' du client ( romete 4413121	Agreement Ma. M du convention 4006 4358	Ρ	POST CANADA COU	RITY MESSAGERIES RIER PRIORITAIRES
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City Ville	Province Proster Center Could away	ar .	Oversize / Sandimensioneé / Sans ambaltage / Check If applicable) bediez au besciel	Volumetric Polds Weight volumètrique kg
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AB GAMING & LIQUOR	COMMISSION	6	Sender's Signature Signature de l'expéditeur	CC No N ducc
50 CORRIVEAU AVE	Manual Ford Con., Sec. 411	33-066-590 (03-04)	Accepted by Accepte per	Date YA MM DJ
ST ALBERT         Service summaria           X         Signature Required Signature requise         Service summaria	cet envoi ne contient pas		CONFIRMATION LA LIVRAISON	www.cnnadapost.ca uwww.postescanada.ca oniou 1 888 550-6333

Note: The AGLC absorbs the charge for standard courier pick-up and delivery only. Do not request or accept additional courier services or insurance as the AGLC will <u>NOT</u> absorb these charges.

# TICKET RETURN PROCEDURES (PUROLATOR)

- Complete the TICKET RETURN TRACKING FORM in full, listing all tickets and quantities being returned in either <u>ONE</u> bag (provided to you) or <u>ONE</u> box (retailer responsibility to provide). Use as many tracking forms as you need and keep the bottom copy for your records.
- ★ 2. Record the Purolator pin number on your tracking form and retain until you see your buyback credit on your invoice. This Purolator pin number is required to track your shipment.
  - 3. Apply the shipping label to the **<u>ONE</u>** bag or **<u>ONE</u>** box.
  - 4. Place the tickets and the completed TICKET RETURN TRACKING FORM(s) in the plastic Purolator security bag or box and SEAL the package.
  - 5. To request pick up please contact Purolator at **1-888-744-7123** or online at <u>www.purolator.com</u>
  - 6. The driver will scan the shipping label at pick up.
  - **NOTE:** Purolator will also pick up buybacks at the time of your scheduled ticket order delivery without you having to call for a special pick up. To use this service, please have your buyback package completed and ready to be picked up by the driver on your ticket delivery day.



**NOTE:** The AGLC absorbs the charge for standard courier pick up and delivery only. Do not request or accept additional courier services or insurance as the AGLC will not absorb these charges.



## **CLAIM FORM**



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CLAII	M TYPE				. ,				nandis plete V		Alrend Alrend	-	alidatec	I	Staple Ticket and Validation Message									
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	NAME AND accompani																			a grou	ıp clain	n, whi	ch mı	ist be
	accompanied by a Group Buying Agreement, available at Lottery Ticket Centres, at www.wclc.com, or by calling 1-800-665-3313. 2. Jointly prepare this <b>Claim Form</b> with the customer for all prizes over \$1,000.																							
	Ensure that																							
4. :	Staple the T your record	licket		-				-						/ELLO\	N copy	to the	custome	r for t	heir re	cords.	Retain	the Pl	NK co	opy for
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6.	Customers registered i	can pr	esent	the W					West 10th F	ern Ca Toor, †	ket attacl Inada Lo 125 Garr Manitob	ttery Co y Stree	orporatio t		e Payou	t Office	s (call 1-	·800-(	665-33	13 for	addres	ses) c	or sen	d by

NOTE: The cost of sending the ticket should not exceed the value of the prize being claimed.

1029	WESTERN
	CANADA
	LOTTERY
	CORPORATION

## ADJUSTMENT REQUEST FORM



## DO NOT COMPLETE THIS FORM UNLESS INSTRUCTED BY HOTLINE.

1) This form must be completed in <u>full</u> when requesting an adjustment then forwarded for Corporation REVIEW.

2) Retain the PINK copy for your records.

STORE NAME:			STAPLE MISPRINTED,
ADDRESS			JAMMED TICKETS, OR TICKET TERMINAL
CITY/PROVINCE	F	POSTAL CODE	MESSAGES HERE
		01/015	ATTACH THE
CONTACT NAME _			SELECTION SLIP IN QUESTION
EXPL	AIN THE INCIDENT IN DETA	ALL AND THE TYPE OF AD	JUSTMENT REQUESTED
Game Involved (L	_OTTO 6/49, EXTRA, etc):		
Date Problem Oc	curred	Time Problem	n Occurred am / pm
	(day / month / year)		
			nvolved
			ence Number
	E Operator		
	YES 🖵 (If YES, no adjustmen		
PROBLEM:			
	original ticket? YES D NO		at game break? YES 📮 NO 📮
	n slip match? YES 🔲 NO 🕻		
	actions processed before calling		
COMMENTS:			
Retailer's S	Signature	Date	
WCLC 1891	WHITE - ON-LINE ACCOUNT	ING PINK - RETA	ILER June 2004



## TICKET RETURN TRACKING FORM

## AGLC Retailer Number: (Example: AA99)

Name of Sender:

Retailer Name (please print):

Date Sent:

## NOTE: ONE TRACKING FORM FOR EACH BAG RETURNED

\*\*\* Please DO NOT activate full books before sending in \*\*\*

FULL BOOKS (not yet activated)				AGLC USE ONLY			
Туре	Ticket Description	Number of Full Boo	ks Returned	Yes	No	Actual	Initial
\$							
\$							
\$							
\$							
\$							
\$							
\$							
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\$							
\$							
\$							
,	LOOSE TICKE	TS (activated)		-	F	-	
Туре	Ticket Description	Number of Loose Tickets Returned	Ticket Value	Yes	No	Actual	Initial
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♥ \$			<del>و</del>				
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\$			\$				
\$			\$				
\$			\$				
		Subtotal:	\$	Proces	sor:		
Retailer Portion (95%):				Scanner:			
TOTAL CREDIT TO RETAILER:				Date:			